

Base Prospectus dated 8 July 2013

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

*(a limited liability company incorporated in France as a "société anonyme")*

and

**CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS**

*(a limited liability company incorporated in France)*

**Programme for the Issuance of Certificates  
unconditionally and irrevocably guaranteed by**

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

Crédit Agricole Corporate and Investment Bank, Crédit Agricole CIB Financial Products (Guernsey) Limited, Crédit Agricole CIB Finance (Guernsey) Limited and Crédit Agricole CIB Financial Solutions (each an **Issuer** and together the **Issuers**) may from time to time issue certificates (the **Certificates**) under the programme (the **Programme**) described in this document upon the terms and conditions of the Certificates described herein as completed, in the case of each issue of Certificates, by final terms (the **Final Terms**) in respect of such Certificates (the **Terms and Conditions**). Certificates of any series will, in the circumstances described in the applicable Final Terms, give the holder thereof certain rights against the Issuer as described herein and in the applicable Final Terms, which rights may include the right to receive a cash amount from the Issuer calculated in accordance with the applicable Final Terms or the right to receive delivery of a specified asset or assets against, in certain circumstances, payment of a specified sum, all as more particularly described in the applicable Final Terms.

The payment and/or delivery obligations in respect of the Certificates issued by Crédit Agricole CIB Financial Products (Guernsey) Limited (**Crédit Agricole CIB FP**), Crédit Agricole CIB Finance (Guernsey) Limited (**Crédit Agricole CIB FG**) or Crédit Agricole CIB Financial Solutions (**Crédit Agricole CIB FS**) are guaranteed by Crédit Agricole Corporate and Investment Bank (the **Guarantor**) pursuant to a deed of guarantee dated 8 July 2013 (as amended or supplemented from time to time, the **Guarantee**), the form of which is set out herein. See "Form of Guarantee" herein.

This Base Prospectus has been approved by the Central Bank of Ireland (**Central Bank**), as competent authority under the Prospectus Directive 2003/71/EC. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive 2003/71/EC. Application has been made to the Irish Stock Exchange for the Certificates to be admitted to the official list (the **Official List**) and to trading on its regulated market (the **Regulated Market**). Application may be made for certain Certificates issued under the Programme to be listed on Borsa Italiana S.p.A. and to be admitted trading on the Electronic Securitised Derivatives Market of Borsa Italiana S.p.A. (the **SeDeX Market**) (**Italian Listed Certificates**). In addition, references in this Base Prospectus to Certificates being "listed" (and all related references) shall mean that such Certificates have been admitted to trading on the Irish Stock Exchange's regulated market and have been listed on the Irish Stock Exchange or listed on Borsa Italiana S.p.A. and admitted to trading on the SeDeX Market or, as the case may be, another MiFID Regulated Market (as defined below). The Irish Stock Exchange's Regulated Market and the SeDeX Market are regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (each such regulated market being a "MiFID Regulated Market"). The Programme provides that Certificates may be listed on such further or other stock exchange(s) as the relevant Issuer may decide. The applicable Final Terms will specify whether or not Certificates are to be listed and admitted to trading on the Luxembourg Stock Exchange, the SeDeX Market and/or any other stock exchange(s). The Issuer may also issue unlisted Certificates.

The Certificates and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any securities laws of any state of the United States, and may not be offered, sold or otherwise transferred within the United States or to, or for the account or benefit of, any U.S. person (as defined in Regulation S under the Securities Act ("Regulation S")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with any applicable securities laws of any state of the United States.

The Certificates are being offered and sold pursuant to the registration exemption contained in Regulation S under the Securities Act. The Certificates, or interests therein, may not at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly in the United States or to, or for the account or benefit of, a U.S. person (as defined in Regulation S) and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account of, a U.S. person will not be recognised. However, notwithstanding the above, the Final Terms may provide that any Issuer or the manager appointed by any Issuer may arrange for the offer and sale of a portion of the Certificates of certain series within the United States exclusively to persons that are both (i) qualified institutional buyers ("QIBs") as defined in Rule 144A under the Securities Act in reliance on the exemption provided by Rule 144A under the Securities Act and (ii) qualified purchasers ("QPs") within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). See "Offers and Sales" herein. In certain circumstances, exercise, and/or delivery of a specified asset pursuant to the terms of Certificates will be conditional upon certification as to non-US beneficial ownership. See "Terms and Conditions of the Certificates" herein.

Neither the sale of nor trading in Certificates has been approved by the U.S. Commodity Futures Exchange Commission under the U.S. Commodity Exchange Act, as amended. Unless otherwise provided in the applicable Final Terms, Certificates may only be offered, sold or delivered at any time, directly or indirectly, outside the United States or to, or for the account or benefit of, non-U.S. persons, and U.S. persons may not trade or maintain a position in such Certificates. Any such offer, sale or delivery to, or for the account of, a U.S. person will not be recognised. Such Certificates are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. See "Offers and Sales" herein.

The Certificates are not insured by the Federal Deposit Insurance Corporation.

None of the Issuers or the Guarantor have registered, or will register, as an "investment company" under the Investment Company Act.

Certificates sold in the United States or to, or for the account or benefit of, U.S. persons will be sold through a broker dealer registered under the U.S. Securities Exchange Act of 1934, as amended (the **Securities Exchange Act**) specified in the applicable Final Terms.

This Prospectus is exempt from the requirements of the Prospectus Rules, 2008 issued by the Guernsey Financial Services Commission. Neither the Guernsey Financial Services Commission nor the States of Guernsey Policy Council take any financial responsibility for the financial soundness of the Issuer or for the correctness of any statements made or any opinions expressed with regards to them.

Each Series of Certificates (other than Dematerialised Certificates (as defined below)) will be represented by one or more global certificates (each a **Global Certificate**), which will, in each case, be issued and deposited with a common depositary for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**), or with a common depositary for any additional or alternative clearing system which is specified in an applicable Final Terms, on the date of issue of the relevant Certificates. For the purposes of allowing clearing of Certificates in alternative clearing systems, Certificates of any series may be issued in registered uncertificated and dematerialised book-entry form (**Dematerialised Certificates**) in accordance with all applicable laws of the relevant jurisdiction of such alternative clearing system and the rules and regulations of such alternative clearing system or any nominee thereof. Such Dematerialised Certificates may include Dematerialised Certificates cleared through Euroclear Sweden (**Swedish Certificates**) in accordance with the Swedish Financial Instruments Accounts Act of 1998 (as amended from time to time), Dematerialised Certificates cleared through and registered with a Norwegian securities depositary which is expected to be VPS ASA ("VPS") (**Norwegian Certificates**) in accordance with the Norwegian Securities Register Act of 2002 (as amended from time to time), Dematerialised Certificates cleared through and registered with Euroclear Finland (**Finnish Certificates**) in accordance with the Finnish Act on the Book-Entry System and

Clearing Operations (749/2012) and the Finnish Act on Book-Entry Accounts (827/1991) (as amended from time to time) and Dematerialised Certificates cleared through Monte Titoli S.p.A. (**Italian Certificates**) in accordance with the applicable provisions of the Italian law, including Legislative Decree no. 58 of 24 February 1998 (as amended from time to time) (the **Italian Financial Services Act**) and its implementing regulations.

Crédit Agricole Corporate and Investment Bank's long term debt has been rated "Aa3" by Moody's Investors Services Limited (**Moody's**), "A" by Standard & Poor's Rating Services, a division of the McGraw Hill Companies Inc. (**S&P**) and "A+" by Fitch Ratings (**Fitch**). Investors should not assume or imply that any rating ascribed to any Issuer or any of its indebtedness or credit would apply to the Certificates. Each of Moody's, S&P and Fitch is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No 513/2011 (the **CRA Regulation**).

Each of S&P, Moody's and Fitch is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website ([www.esma.europa.eu](http://www.esma.europa.eu)) in accordance with the CRA Regulation.

Prospective investors should be aware of the particular risks involved in investing in Certificates. See "Risk Factors".

***Arranger and Dealer***

**Crédit Agricole Corporate and Investment Bank**

This base prospectus comprises four base prospectuses for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area): (i) the base prospectus for Crédit Agricole CIB in respect of non-equity securities within the meaning of article 22.6(4) of Regulation (EC) No. 809/2004 of 29 April 2004 (**Non-Equity Securities**), (ii) the base prospectus for Crédit Agricole CIB FP in respect of Non-Equity Securities, (iii) the base prospectus for Crédit Agricole CIB FG in respect of Non-Equity Securities and (iv) the base prospectus for Crédit Agricole CIB FS in respect of Non-Equity Securities (together the **Base Prospectus**).

The Issuers and the Guarantor, having taken all reasonable care to ensure that such is the case, each confirms that, to the best of its knowledge and belief, the information contained or incorporated by reference in this Base Prospectus (including, for the avoidance of doubt, the free English translation of Crédit Agricole Corporate and Investment Bank's Document de Référence for the 2012 and 2011 financial years and the free English translation of the audited consolidated financial statements of Crédit Agricole CIB Financial Solutions as at, and for the years ended, 31 December 2012 and 2011 and of the audit reports thereon) is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuers and the Guarantor (the **Responsible Persons**) accept responsibility accordingly. This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference" below). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

Certificates may be issued on a continuing basis to one or more of the Dealers specified under "Offers and Sales" below and any additional dealer appointed under the Programme from time to time by the Issuers (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "relevant Dealer" shall, in the case of an issue of Certificates being (or intended to be) subscribed or purchased by more than one Dealer, be to all Dealers agreeing to subscribe or purchase such Certificates.

No Dealer has independently verified the information contained in this Base Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any Dealer as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the relevant Issuer or, if applicable, the Guarantor in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuers or the Guarantor in connection with the Programme.

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

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Certificates in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuers, the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Certificates and the distribution of this Base Prospectus and other offering material relating to the Certificates see "Offers and Sales" below.

Neither this Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to

make such offer or solicitation, and no action has been taken or will be taken to permit an offering of the Certificates or the distribution of this Base Prospectus in any jurisdiction where any such action is required.

Persons into whose possession offering material comes must inform themselves about and observe any such restrictions. This Base Prospectus does not constitute, and may not be used for or in connection with, an offer to any person to whom it is unlawful to make such an offer or a solicitation by anyone not authorised so to act.

Prospective investors in any Certificates that are U.S. taxpayers should consult their own advisers concerning U.S. tax considerations relevant to an investment in such Certificates.

None of the Issuers, the Guarantor or any Dealer has investigated, or has access to information that would permit it to ascertain, whether any company that has issued equity, debt or other instruments to which any Certificates directly or indirectly relate is a passive foreign investment company for U.S. federal tax purposes.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuers or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with this Base Prospectus is correct as of any time subsequent to the date indicated in the document containing the same. Investors should review the documents incorporated herein by reference when deciding whether or not to purchase any Certificates.

The Certificates will be exercisable or entitled to the rights thereunder in the manner set forth herein and in the applicable Final Terms. Whether upon exercise or not, in order to receive payment of any amount or delivery of any asset due under any Certificate, the Certificateholder (as defined in the Terms and Conditions) may be required to certify (in accordance with the provisions outlined in “Offers and Sales” below) that it is not a U.S. person or a person who has purchased a Certificate for resale to U.S. persons and that it is not exercising such Certificate and/or receiving such payment or delivery on behalf of a U.S. person. Upon transfer or exchange of a Certificate, the Certificateholder may, in certain circumstances, be required to certify that the transfer or exchange, as the case may be, is being made to a person whom the transferor or exchangor reasonably believes is not a U.S. person or is a QIB that is also a QP, as applicable, who acquired the right to such transfer or exchange in a transaction exempt from the registration requirements of the Securities Act. The proposed transferee may also be required to deliver an investment letter as a condition precedent to such proposed transfer or exchange.

Notwithstanding anything herein to the contrary, except as reasonably necessary to comply with applicable securities laws, the offeree (and each employee, representative, or other agent of the offeree) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the offering and all materials of any kind (including opinions and other tax analyses) that are provided to the offeree relating to such tax treatment and tax structure. For this purpose, “tax structure” means any facts relevant to the U.S. federal income tax treatment of the offering but does not include information relating to the identity of the relevant Issuer.

Prospective Certificateholders are hereby notified that the Issuers will be relying on the exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A under the Securities Act.

The Certificates have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States, and none of the foregoing authorities has passed upon or endorsed the merits of any Certificates or the accuracy or the adequacy of this Base Prospectus. Any representation to the contrary is a criminal offence. This Base Prospectus does not constitute an offer of or an invitation by or on behalf of the Issuers or any Dealer to subscribe for, or purchase, any Certificates.

All references in this document to “euro”, “EUR”, “EURO” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended, references to “U.S. dollars”, “U.S.\$”, “USD” and “\$” refer to the lawful currency of the United States of America, references to “Sterling”, “GBP” and “£” refer to the lawful currency of the United Kingdom, references to “Japanese Yen”, “JPY” and “¥” refer to the lawful currency of Japan, references to

“Renminbi” or “RMB” are to the lawful currency of the People’s Republic of China, references to “Singapore dollars” or “SGD” are to the lawful currency of Singapore, references to “Australian dollar” or “AUD” are to the lawful currency of Australia and references to “Hong Kong dollars” and “HK\$” refer to the lawful currency for the time being of Hong Kong Special Administrative Region of the People’s Republic of China.

## NOTICE TO NEW HAMPSHIRE RESIDENTS

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

## AVAILABLE INFORMATION

While any Certificates are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, each Issuer has undertaken that it shall, during any period in which such Issuer is neither subject to Section 13 or 15(d) of the Securities Exchange Act, nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, make available to each holder or beneficial owner of Certificates and any prospective purchaser of any Certificate designated by such holder or beneficial owner of Certificates, in each case upon request, the information specified in, and satisfying the requirements of Rule 144A(d)(4) under the Securities Act. Any such request should be directed to the Issuer at its registered office as specified in this Base Prospectus..

## FORWARD LOOKING STATEMENTS

**The Shelf Registration Document incorporated by reference in this Base Prospectus contains forward-looking statements. Crédit Agricole Corporate and Investment Bank and the Crédit Agricole Corporate and Investment Bank Group (being Crédit Agricole Corporate and Investment Bank together with its consolidated subsidiaries, the “Group”) may also make written or oral forward-looking statements in their audited annual financial statements, in their interim financial statements, in their offering circulars, in press releases and other written materials and in oral statements made by their officers, directors or employees to third parties. Statements that are not historical facts, including statements about Crédit Agricole Corporate and Investment Bank’s and/or the Group’s beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made, and Crédit Agricole Corporate and Investment Bank and the Group undertake no obligation to update publicly any of them in light of new information or future events.**

## SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

Crédit Agricole CIB and Crédit Agricole CIB FS are corporations organised under the laws of France. Crédit Agricole CIB FP and Crédit Agricole CIB FG are corporations organised under the laws of Guernsey. All of the officers and directors named herein reside outside the United States and all or a substantial portion of the assets of the Issuers and the Guarantor and of such officers and directors are located outside the United States. As a result, it may not be possible for investors to effect service of process outside France or Guernsey, as the case may be, upon

the Issuers, the Guarantor or such persons, or to enforce judgments against them obtained in courts outside France or Guernsey, as the case may be, predicated upon civil liabilities of the Issuers, the Guarantor or such directors and officers under laws other than the laws of France or Guernsey, as the case may be, including any judgment predicated upon United States federal securities laws.

In an original action brought in France predicated solely upon the U.S. federal securities laws, French courts may not have the requisite jurisdiction to adjudicate such action. Actions for enforcement of judgments of U.S. courts rendered against the French persons referred to in the preceding paragraph would require such French persons to waive their right under Article 15 of the French *Code Civil* to be sued in France only. Crédit Agricole CIB believes that no such French persons have waived such right with respect to actions predicated solely upon U.S. federal securities laws.

## RETAIL CASCADES

In the context of any offer of Certificates from time to time in Finland, France, Germany, Italy, Norway and Sweden (the **Public Offer Jurisdictions**) that is not made within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended, (a **Non-exempt Offer**), the Issuers consent to the use of this Base Prospectus as so supplemented in connection with a Non-exempt Offer of any Certificates during the offer period specified in the applicable Final Terms (the **Offer Period**) and in the Public Offer Jurisdiction(s) specified in the applicable Final Terms by:

- (1) if Specific Consent is specified in the applicable Final Terms:
  - (a) any financial intermediary named therein, subject to the relevant conditions set out in such Final Terms; and
  - (b) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the website ([www.ca-cib.com](http://www.ca-cib.com)) and identified as an Authorised Offeror in respect of the Non-exempt Offer;
- (2) if General Consent is specified in the applicable Final Terms, any financial intermediary which shall, for the duration of the relevant Offer Period, publish on its website that it is using this Base Prospectus for such Non-exempt Offer in accordance with the consent of the relevant Issuer and that it accepts the Authorised Offeror Terms set out below relating to the use of the consent and the other conditions attached thereto.

**Authorised Offeror Terms** are that the relevant financial intermediary will, and agrees, represents, warrants and undertakes for the benefit of the relevant Issuer, the Guarantor, as applicable, and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer of the Certificates:

- (i) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the **Rules**) from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Certificates by any person and disclosure to any potential investor and will immediately inform the relevant Issuer, the Guarantor, as applicable, and the Dealers if at any time such financial intermediary becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all aspects;
- (ii) comply with the restrictions set out under “*Offers and Sale*” in this Base Prospectus which would apply as if it were a Dealer;
- (iii) ensure that any fee (and any other commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Certificates does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to investors or potential investors;

- (iv) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Certificates under the Rules;
- (v) comply with applicable anti-money laundering, anti-bribery, anti-corruption and “know your client” Rules (including taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential investor prior to initial investment in any Certificates by the investor), and will not permit any application for the Certificates in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
- (vi) retain investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s), the Guarantor, as applicable, and the relevant Issuers or directly to the appropriate authorities with jurisdiction over the relevant Issuers, the Guarantor, as applicable, and/or the relevant Dealer(s) in order to enable the relevant Issuers, the Guarantor, as applicable, and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery, anti-corruption and “know your client” rules applying to the Issuers and/or the relevant Dealer(s);
- (vii) ensure that no holder of Certificates or potential Investor in Certificates shall become an indirect or direct client of the relevant Issuer, the Guarantor or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (viii) will co-operate with the relevant Issuer, the Guarantor, as applicable, and the relevant Dealer in providing any information (including without limitation documents and records maintained pursuant to paragraph (vi) above) upon written request from the relevant Issuer, the Guarantor, as applicable, and/or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time together with such further assistance as is reasonably requested by the Issuer, the Guarantor, as applicable, and/or the relevant Dealer in connection with any request or investigation by any regulator, any complaint received in relation to the Certificates or which the relevant Issuer, Guarantor and/or the relevant Dealer may require to comply with its own legal, tax and regulatory requirements as soon as is reasonably practicable and, in any event, within any time frame set by any regulator or regulatory process pursuant to which such information has been requested by the Issuer and/or the relevant Dealer;
- (ix) during the primary distribution period of the Certificates: (a) not sell the Certificates at any price other than the Issue Price (unless otherwise agreed with the relevant Dealer); (b) not sell the Certificates otherwise than for settlement on the Issue Date (as specified in the applicable Final Terms); and (c) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer);
- (x) make available to each potential investor in the Certificates the Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the relevant Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with the Base Prospectus;
- (xi) if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the relevant Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (a) is fair, clear and not misleading and complies with the Rules, (b) states that such financial intermediary has provided such communication independently of the relevant Issuer, that such financial intermediary is solely responsible for such communication and that neither the relevant Issuer, the Guarantor, as applicable, nor the relevant Dealer accepts any responsibility for such communication and (c) does not, without the prior written consent of the relevant Issuer, the Guarantor, as applicable, or the relevant Dealer (as applicable), use the legal or publicity names of the relevant Issuer, the Guarantor,



as applicable, or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer or the Guarantor as guarantor of the Certificates on the basis set out in the Base Prospectus;

- (xii) agrees and undertakes to indemnify each of the relevant Issuer, the Guarantor, as applicable, and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the relevant Issuer, the Guarantor, as applicable, or the relevant Dealer;
- (xiii) agrees and accepts that:
  - (a) the contract between the relevant Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the relevant Issuer's offer to use the Prospectus with its consent in connection with the relevant Non-exempt Offer (the **Authorised Offeror Contract**), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
  - (b) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly submits to the exclusive jurisdiction of the English courts; and
  - (c) the relevant Issuer and each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms;
- (xiv) ensure that it does not, directly or indirectly, cause the relevant Issuers, the Guarantor, as applicable, or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and
- (xv) satisfy any further conditions specified in the applicable Final Terms,

in each case for so long as they are authorised to make such offers under the Markets in Financial Instruments Directive (in each case any such financial intermediary being an **Authorised Offeror**).

For the avoidance of doubt, none of the Dealers, the Guarantor or the Issuers shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

The Issuers accept responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of this Base Prospectus in relation to any person (an **Investor**) in such Public Offer Jurisdiction(s) to whom an offer of any Certificates is made by any Authorised Offeror and where the offer is made in compliance with all the

conditions attached to the giving of the consent, all as mentioned in this Base Prospectus and/or as specified in the applicable Final Terms. However, neither the Issuers, the Guarantor nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

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

**In the event the applicable Final Terms designate Authorised Offeror(s) to whom the Issuers have given its consent to use this Base Prospectus during an Offer Period, the Issuers may also give consent to additional financial intermediary(ies) so long as they are authorised to make such offers under the Markets in Financial Instruments Directive (also an Authorised Offeror) after the date of the applicable Final Terms and, if it does so, it will publish any new information in relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the applicable Final Terms at [www.ca-cib.com](http://www.ca-cib.com).**

**If the Final Terms specify that any Authorised Offeror may use this Base Prospectus during the Offer Period, any such Authorised Offeror is required, for the duration of the Offer Period, to publish on its website that it is using this Base Prospectus for the relevant Non-exempt Offer with the consent of the Issuers and in accordance with the conditions attached thereto.**

Other than as set out above, neither the Issuers, the Guarantor nor any of the Dealers has authorised the making of any Non-exempt Offer by any person in any circumstances and such person is not permitted to use this Base Prospectus in connection with its offer of any Certificates. Any such offers are not made on behalf of the Issuers, the Guarantor or by any of the Dealers or Authorised Offerors and none of the Issuers, the Guarantor or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

An Investor intending to acquire or acquiring any Certificates from an Authorised Offeror will do so, and offers and sales of the Certificates 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 (the **Terms and Conditions of the Non-exempt Offer**). The Issuers will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Certificates and, accordingly, this Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the time of the Non-exempt Offer. Neither the Issuers, the Guarantor nor any of the Dealers or other Authorised Offerors have any responsibility or liability for such information.

## **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.

## TABLE OF CONTENTS

	<b>Page</b>
SUMMARY .....	13
This section provides a summary of the Programme and a form of issue specific summary which will be used for the Certificates.....	13
RISK FACTORS .....	82
This section sets out the principal risks inherent in investing in Certificates issued under the Programme.....	82
DOCUMENTS INCORPORATED BY REFERENCE.....	145
This section incorporates selected publicly available information that should be read in conjunction with this Base Prospectus.....	145
CROSS-REFERENCE LIST.....	147
This section provides a cross reference of where information may be found in other documents. ....	147
GENERAL DESCRIPTION OF THE PROGRAMME .....	151
This section provides a general description of the Programme.....	151
FORM OF THE FINAL TERMS .....	152
This section sets out a pro forma for the Final Terms. ....	152
TERMS AND CONDITIONS OF THE CERTIFICATES .....	398
This section provides an introduction to the terms and conditions of the Certificates. ....	398
ANNEX 1 – ASSET CONDITIONS.....	436
These chapters of this annex each set out additional terms and conditions for Certificates linked to one or more particular asset classes as specified in the Final Terms.....	436
ANNEX 2 – CREDIT LINKED CONDITIONS.....	476
This annex sets out additional terms and conditions for Certificates that are Credit Linked Certificates. It is only applicable to Certificates which are specified to be Credit Linked Certificates in the applicable Final Terms. ....	476
ANNEX 3 – ALTERNATIVE CURRENCY CONDITIONS.....	531
This annex sets out additional terms and conditions for Certificates that are Alternative Currency Certificates. ....	531
ANNEX 4 – STANDARD PAYOFF CONDITIONS.....	534
The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.....	534
ANNEX 5 – COMBINATION PAYOFF CONDITIONS .....	752
The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.....	752

ANNEX 6 – PAYOFF FEATURE CONDITIONS.....	811
The chapters of this annex each set out additional terms and conditions for Certificates which apply one or more features (if any) to the interest and/or redemption mechanics as specified in the applicable Final Terms. ....	811
ANNEX 7 – EARLY REDEMPTION TRIGGER CONDITIONS .....	868
The chapters of this annex each set out additional terms and conditions that may apply to the early redemption in respect of the Certificates.....	868
ANNEX 8 – REDEMPTION METHOD CONDITIONS .....	886
DESCRIPTION OF THE PROPRIETARY INDICES .....	889
This section sets out a description of the proprietary indices. ....	889
USE OF PROCEEDS.....	912
This section sets out what the proceeds from the sale of Certificates will be used for.....	912
FORM OF GUARANTEE .....	913
This section sets out the final Form of the Guarantee given by Crédit Agricole Corporate and Investment Bank in favour of the Certificateholders. ....	913
DESCRIPTION OF THE ISSUERS .....	916
This section sets out a description of the Issuers.....	916
RECENT DEVELOPMENTS.....	924
This section sets out recent developments with respect to the Issuers. ....	924
NOTICE TO PURCHASERS AND HOLDERS OF CERTIFICATES AND TRANSFER RESTRICTIONS .....	925
This section sets out transfer restrictions in respect of Certificates.....	925
TAXATION.....	931
This section sets out a summary of certain taxation considerations relating to the Certificates.....	931
ERISA CONSIDERATIONS .....	956
OFFERS AND SALE.....	957
This section sets out a summary of certain restrictions regarding who can purchase the Certificates in certain jurisdictions. ....	957
GENERAL INFORMATION .....	963
This section provides certain additional information relating to all the Certificates. ....	963

## SUMMARY

*This section provides a summary of the Programme and a form of issue specific summary which will be used for the Certificates.*

Summaries are made up of disclosure requirements known as “elements”. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the elements required to be included in a summary for these types of securities and issuers. Because some elements are not required to be addressed, there may be gaps in the numbering sequence of the elements.

Even though an element may be required to be inserted in the summary because of the type of securities and issuers, it is possible that no relevant information can be given regarding the element. In this case a short description of the element is included in the summary after the words “Not Applicable”.

<b>Section A – Introduction and Warnings</b>		
<b>A.1</b>	<b>Introduction and warnings</b>	<p>This summary should be read as an introduction to the Base Prospectus. Any decision to invest in Certificates should be based on consideration of the Base Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Certificates.</p>
<b>A.2</b>	<b>Consent for use of Base Prospectus in subsequent resale or final placement, indication of offer period and conditions to consent for subsequent resale or final placement and warning</b>	<p>[In the context of the offer of Certificates from time to time in [Finland][France][Germany][Italy][Norway][and][Sweden] (the <b>Public Offer Jurisdiction[s]</b>), the Issuer consents to the use of the Base Prospectus as so supplemented where the offer is in circumstances where there is no exemption from the obligation under Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the relevant Member State) to publish a prospectus (a <b>Non-exempt Offer</b>) during the period from [●] until [●] (the <b>Offer Period</b>) and in the Public Offer Jurisdiction[(s)]) by:</p> <p>[(1)</p> <p>(a) [any financial intermediary], subject to [the relevant conditions]; and</p> <p>(b) any financial intermediary appointed after [date] and whose name is published on the website (www.ca-cib.com) and identified as an Authorised Offeror in respect of the Non-exempt Offer;]</p> <p>[(2) any financial intermediary which shall, for the duration of the Offer Period, publish on its website that it is using the Base Prospectus for such Non-exempt Offer in accordance with the consent of the Issuer and that it accepts the Authorised Offeror Terms relating to the use of the consent and the other conditions.</p>

<b>Section A – Introduction and Warnings</b>		
		<p>[in each case] for so long as they are authorised to make such offers under the Directive 2004/39/EC (the <b>Markets in Financial Instruments Directive</b>) ([in each case any such financial intermediary being an][the] <b>Authorised Offeror</b>).</p> <p>[<b>Authorised Offeror Terms</b> are [●].].</p> <p>[The Issuer may also give consent to additional financial intermediary(ies) so long as they are authorised to make such offers under the <b>Markets in Financial Instruments Directive</b> (also an <b>Authorised Offeror</b>) after [date] and, if it does so, it will publish any new information in relation to such <b>Authorised Offerors</b> at [website].]</p> <p>[If any <b>Authorised Offeror</b> is permitted to use the <b>Base Prospectus</b> during the <b>Offer Period</b>, any such <b>Authorised Offeror</b> is required, for the duration of the <b>Offer Period</b>, to publish on its website that it is using the <b>Base Prospectus</b> for the relevant <b>Non-exempt Offer</b> with the consent of the Issuer and in accordance with certain conditions.]</p> <p>An investor intending to acquire or acquiring any <b>Certificates</b> from an <b>Authorised Offeror</b> will do so, and offers and sales of the <b>Certificates</b> to an investor by an <b>Authorised Offeror</b> will be made, in accordance with any terms and other arrangements in place between such <b>Authorised Offeror</b> and such investor including as to price allocations and settlement arrangements (the <b>Terms and Conditions of the Non-exempt Offer</b>). The Issuer will not be a party to any such arrangements with investors (other than dealers) in connection with the offer or sale of the <b>Certificates</b> and, accordingly, the <b>Base Prospectus</b> and any <b>Final Terms</b> will not contain such information. The <b>Terms and Conditions of the Non-exempt Offer</b> shall be provided to investors by that <b>Authorised Offeror</b> at the time of the <b>Non-exempt Offer</b>. Neither the Issuer[, the Guarantor] nor any of the dealers or other <b>Authorised Offerors</b> have any responsibility or liability for such information.]</p> <p>[Not Applicable. The Issuer does not consent to the use of the <b>Base Prospectus</b> for subsequent resales.]</p>

<b>Section B – Issuer</b>		
<b>B.1</b>	<b>Legal and commercial name of the Issuer</b>	<p>[Crédit Agricole Corporate And Investment Bank (<b>Crédit Agricole CIB</b> [or the <b>Issuer</b>][or the <b>Guarantor</b>])]</p> <p>[Crédit Agricole CIB Financial Products (Guernsey) Limited (<b>Crédit Agricole CIB FP</b> or the <b>Issuer</b>)]</p> <p>[Crédit Agricole CIB Finance (Guernsey) Limited (<b>Crédit Agricole CIB FG</b> or the <b>Issuer</b>)]</p> <p>[Crédit Agricole CIB Financial Solutions (<b>Crédit Agricole CIB FS</b> or the <b>Issuer</b>)]</p>
<b>B.2</b>	<b>Domicile and legal form of the issuer, legislation under which the</b>	<p>[Crédit Agricole CIB is a limited liability company incorporated in France as a “<i>société anonyme</i>” and having its domicile in France. As a French corporation having limited liability, Crédit Agricole CIB is subject to Articles L.225-1 and following of Book 2 of the <i>Code de commerce</i> of France. As a financial institution,</p>

<b>Section B – Issuer</b>		
	<b>Issuer operates and country of incorporation of Issuer</b>	<p>Crédit Agricole CIB is subject to Articles L.511-1 and following and L.531-1 and following of the <i>Code monétaire et financier</i> of France.]</p> <p>[Crédit Agricole CIB FP is a limited liability non-cellular company incorporated in Guernsey and having its domicile in Guernsey and is registered at the Register of Companies in Guernsey.]</p> <p>[Crédit Agricole CIB FG is a limited liability non-cellular company incorporated in Guernsey and having its domicile in Guernsey and is registered at the Register of Companies in Guernsey.]</p> <p>[Crédit Agricole CIB FS is a limited liability company incorporated in France as a “<i>société anonyme</i>” and having its domicile in France. As a French corporation having limited liability, Crédit Agricole CIB FS is subject to Articles L.225-1 and following of Book 2 of the <i>Code de commerce</i> of France. As a financial institution, Crédit Agricole CIB is subject to Articles L.511-1 and following and L.531-1 and following of the <i>Code monétaire et financier</i> of France.]</p>
<b>B.4b</b>	<b>Known trends affecting Issuer and Issuer’s industries</b>	<p>Known trends affecting the Issuer and the Crédit Agricole CIB group of companies (the <b>Group</b>) and the industries in which the Issuer and Group operate include:</p> <ul style="list-style-type: none"> <li>• the continuing evolution of the global economic environment;</li> <li>• the recommendation by the European Banking Authority to reach a Core Tier 1 of at least 9% under Basel 2.5 starting 30 June 2012;</li> <li>• the on-going international discussion relating to the harmonisation of accounting standards;</li> <li>• changes to compensation practices</li> <li>• the functioning of the OTC derivative markets monitored by the Financial Stability Council;</li> <li>• the US Dodd-Frank Wall Street Reform and Consumer Protection Act, which contains far reaching regulatory reform (including restrictions on proprietary trading and fund-related activities (the so-called "Volcker rule") and the foundation for systemic risk supervision and oversight of certain activities of corporate and investment banks); and</li> <li>• the introduction of a tax on financial transactions in France in 2012.</li> </ul>
<b>B.5</b>	<b>Description of group and Issuer’s position within the group</b>	<p><b>Please refer to elements B.14 and B.16.</b></p> <p>[Crédit Agricole CIB is directly owned by Crédit Agricole S.A, the parent company of the Crédit Agricole group (the <b>Crédit Agricole group</b>). Crédit Agricole CIB is the parent company of the Group. The Group is the corporate and investment banking arm of the Crédit Agricole group.]</p> <p>[The Group includes Crédit Agricole CIB FP which is a consolidated subsidiary of Crédit Agricole CIB. Crédit Agricole CIB FP has no subsidiaries</p> <p>[The Group includes Crédit Agricole CIB FG which is a consolidated subsidiary of Crédit Agricole CIB. Crédit Agricole CIB FG has no subsidiaries]</p> <p>[The Group includes Crédit Agricole CIB FS which is a consolidated subsidiary of Crédit Agricole CIB. Crédit Agricole CIB FS has no subsidiaries.]</p>

<b>Section B – Issuer</b>																																															
<b>B.9</b>	<b>Profit forecast or estimate</b>	<p>[Not Applicable. Crédit Agricole CIB does not make profit forecasts or estimates.]</p> <p>[Not Applicable. Crédit Agricole CIB FP does not make profit forecasts or estimates.]</p> <p>[Not Applicable. Crédit Agricole CIB FG does not make profit forecasts or estimates.]</p> <p>[Not Applicable. Crédit Agricole CIB FS does not make profit forecasts or estimates.]</p>																																													
<b>B.10</b>	<b>Qualifications in audit report on historical financial information</b>	<p>[Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB.]</p> <p>[Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB FP.]</p> <p>[Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB FG.]</p> <p>[Not Applicable. There were no qualifications in the audit report on historical financial information for Crédit Agricole CIB FS].</p>																																													
<b>B.12</b>	<b>Selected key financial information and no material adverse change and no significant change statements</b>	<p>[The following table shows Crédit Agricole CIB’s selected key financial information as at and for the period ending 31 December 2012:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Euros Millions</i></th> <th style="text-align: right;">31/12/2012</th> <th style="text-align: right;">31/12/2011</th> </tr> </thead> <tbody> <tr> <td>Total Balance Sheet</td> <td style="text-align: right;">905,290</td> <td style="text-align: right;">826,004</td> </tr> <tr> <td>(a) Fund for general banking risks</td> <td style="text-align: right;">—</td> <td style="text-align: right;">—</td> </tr> <tr> <td>(b) Minority interests</td> <td style="text-align: right;">536</td> <td style="text-align: right;">559</td> </tr> <tr> <td>(c) Shareholders equity (Group Share) and shareholder advances</td> <td style="text-align: right;">15,131</td> <td style="text-align: right;">15,567</td> </tr> <tr> <td style="border-top: 1px solid black;">Total (a) + (b) + (c)</td> <td style="text-align: right; border-top: 1px solid black;">15,667</td> <td style="text-align: right; border-top: 1px solid black;">16,126</td> </tr> <tr> <td>Net income for year</td> <td style="text-align: right;">(378)</td> <td style="text-align: right;">680</td> </tr> <tr> <td>Net banking income</td> <td style="text-align: right;">4,061</td> <td style="text-align: right;">5,309</td> </tr> <tr> <td>Gross operating income</td> <td style="text-align: right;">722</td> <td style="text-align: right;">1,847</td> </tr> <tr> <td>Group Share</td> <td style="text-align: right;">(389)</td> <td style="text-align: right;">682</td> </tr> <tr> <td>Minority interests</td> <td style="text-align: right;">11</td> <td style="text-align: right;">(2)</td> </tr> </tbody> </table> <p>There has been no significant change in the financial or trading position of Crédit Agricole CIB and no material adverse change in its prospects since 31 December 2012.]</p> <p>[The following table shows Crédit Agricole CIB FP’s selected key financial information as at and for the period ending 31 December 2012:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Euros Thousands</i></th> <th style="text-align: right;">31/12/2012</th> <th style="text-align: right;">31/12/2011</th> </tr> </thead> <tbody> <tr> <td>Total Balance Sheet</td> <td style="text-align: right;">5,470,558</td> <td style="text-align: right;">5,904,140</td> </tr> <tr> <td>Net result</td> <td style="text-align: right;">-</td> <td style="text-align: right;">2</td> </tr> <tr> <td>Share capital</td> <td style="text-align: right;">15</td> <td style="text-align: right;">15</td> </tr> </tbody> </table>	<i>Euros Millions</i>	31/12/2012	31/12/2011	Total Balance Sheet	905,290	826,004	(a) Fund for general banking risks	—	—	(b) Minority interests	536	559	(c) Shareholders equity (Group Share) and shareholder advances	15,131	15,567	Total (a) + (b) + (c)	15,667	16,126	Net income for year	(378)	680	Net banking income	4,061	5,309	Gross operating income	722	1,847	Group Share	(389)	682	Minority interests	11	(2)	<i>Euros Thousands</i>	31/12/2012	31/12/2011	Total Balance Sheet	5,470,558	5,904,140	Net result	-	2	Share capital	15	15
<i>Euros Millions</i>	31/12/2012	31/12/2011																																													
Total Balance Sheet	905,290	826,004																																													
(a) Fund for general banking risks	—	—																																													
(b) Minority interests	536	559																																													
(c) Shareholders equity (Group Share) and shareholder advances	15,131	15,567																																													
Total (a) + (b) + (c)	15,667	16,126																																													
Net income for year	(378)	680																																													
Net banking income	4,061	5,309																																													
Gross operating income	722	1,847																																													
Group Share	(389)	682																																													
Minority interests	11	(2)																																													
<i>Euros Thousands</i>	31/12/2012	31/12/2011																																													
Total Balance Sheet	5,470,558	5,904,140																																													
Net result	-	2																																													
Share capital	15	15																																													





<b>Section B – Issuer</b>														
<b>B.15</b>	<b>Description of Issuer’s principal activities</b>	<p>[The principal activities of Crédit Agricole CIB are mainly:</p> <p><b>Financing:</b> The financing business combines structured financing and commercial banking in France and abroad. Banking syndication is involved in both of these activities.</p> <p><b>Capital markets and investment banking:</b> This business includes capital markets and brokerage, as well as investment banking.</p> <p><b>International private banking:</b> The international private banking business provides individual investors with a worldwide comprehensive wealth management service range.</p> <p><b>Discontinuing operations:</b> The “discontinuing operations” perimeter has been set up during Crédit Agricole CIB’s refocusing and development plan it adopted in the autumn of 2008. It encompasses the operations which were the most impacted by the crisis. Since the new organisation of Crédit Agricole CIB was established in the third quarter of 2012, following the adjustment plan, discontinuing activities now include the correlation business, the CDO, CLO and ABS portfolios, the equity derivatives excluding corporates and convertibles, the exotic rate derivatives and the impaired portfolios of residential underlyings.]</p> <p>[[Crédit Agricole CIB FP] [Crédit Agricole CIB FG] [Crédit Agricole CIB FS carries on business as a finance company, issuing certificates and other financial instruments.]</p>												
<b>B.16</b>	<b>Description of whether the Issuer is directly or indirectly owned or controlled and by whom and nature of such control</b>	<p>[Crédit Agricole S.A. is the immediate parent company of Crédit Agricole CIB with a 97.33 per cent. stake.]</p> <p>[Crédit Agricole CIB Capital Markets International S.A. is the immediate parent company of Crédit Agricole CIB FP with a 99.9 per cent. stake. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole CIB. Crédit Agricole CIB, owns 100 per cent. shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FP.]</p> <p>[Crédit Agricole CIB Capital Markets International S.A. is the immediate parent company of Crédit Agricole CIB FG with a 99.9 per cent. stake. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole CIB. Crédit Agricole CIB owns 100 per cent. shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FG.]</p> <p>[Crédit Agricole CIB is the immediate parent company of Crédit Agricole CIB FS with a 100 per cent. stake and therefore controls Crédit Agricole CIB FS.]</p>												
<b>B.17</b>	<b>Credit ratings assigned to the issuer or its debt securities at the request or with the cooperation of the issuer in the rating process</b>	<p>The current ratings for Crédit Agricole CIB are as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Rating Agency</th> <th style="text-align: center;">Short Term Debt</th> <th style="text-align: center;">Senior Long Term Debt</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Fitch Ratings Ltd (<b>Fitch</b>)</td> <td style="text-align: center;">F1+</td> <td style="text-align: center;">A+</td> </tr> <tr> <td style="text-align: center;">Moody’s Investor Services Ltd (<b>Moody’s</b>)</td> <td style="text-align: center;">Prime-1</td> <td style="text-align: center;">A2</td> </tr> <tr> <td style="text-align: center;">Standard &amp; Poor’s Rating Services, a division of The McGraw-</td> <td style="text-align: center;">A-1</td> <td style="text-align: center;">A</td> </tr> </tbody> </table>	Rating Agency	Short Term Debt	Senior Long Term Debt	Fitch Ratings Ltd ( <b>Fitch</b> )	F1+	A+	Moody’s Investor Services Ltd ( <b>Moody’s</b> )	Prime-1	A2	Standard & Poor’s Rating Services, a division of The McGraw-	A-1	A
Rating Agency	Short Term Debt	Senior Long Term Debt												
Fitch Ratings Ltd ( <b>Fitch</b> )	F1+	A+												
Moody’s Investor Services Ltd ( <b>Moody’s</b> )	Prime-1	A2												
Standard & Poor’s Rating Services, a division of The McGraw-	A-1	A												

<b>Section B – Issuer</b>		
<b>B.18</b>	<b>A description of the nature and scope of the guarantee</b>	<p>Hill Companies, Inc. <b>(S&amp;P)</b></p> <p>[[Crédit Agricole CIB FG] [Crédit Agricole CIB FP] [Crédit Agricole CIB FS] does not have ratings.]</p> <p>[The credit ratings will be treated for the purposes of Regulation (EC) No 1060/2009 on credit rating agencies (the <b>CRA Regulation</b>) as having been issued by S&amp;P, Moody’s and Fitch upon registration pursuant to the CRA Regulation. S&amp;P, Moody’s and Fitch are established in the European Union and have registered under the CRA Regulation.]</p> <p>The Certificates have [not] been rated [●] by [Fitch][Moody’s][S&amp;P].</p> <p>The payment of all amounts due in relation to Certificates are irrevocably and unconditionally guaranteed by Crédit Agricole CIB pursuant to a guarantee dated [●] 2013 (the <b>Guarantee</b>).</p> <p>[Not Applicable. The Certificates are not guaranteed.]</p>
<b>B.19</b>	<b>Section B information about the guarantor as if it were the issuer of the same type of security that is the subject of the guarantee. Therefore provide such information as required for a summary for the relevant annex.</b>	<p>[Please see the elements above in this Section B regarding Crédit Agricole CIB, as Guarantor.]</p> <p>[Not Applicable. The Certificates are not guaranteed.]</p>

<b>Section C – Securities</b>		
<b>C.1</b>	<b>Type and class of Securities being offered</b>	<p><b><u>Type:</u></b></p> <p>The certificates (<b>Certificates</b>) are issued by the Issuer with [no interest payable (<b>Zero Coupon Certificates</b>)] [the amount (if any) payable as interest being linked to] [a fixed rate (a <b>Fixed Rate Certificate</b>)] [a floating rate (a <b>Floating Rate Certificate</b>)] [linked to] [a combination of] [a commodity/commodities/basket of commodities] [a benchmark rate/benchmark rates/basket of benchmark rates] [an FX rate/FX rates/a basket of FX rates] [an index/indices/a basket of indices] [a proprietary index/proprietary indices/ a basket of proprietary indices] [an inflation index/inflation indices/a basket of inflation indices] (a <b>Linked Interest Certificate</b>) [and] [the amount payable on redemption being [linked to [a combination of] [a commodity/commodities/basket of commodities] [a benchmark rate/benchmark rates/basket of benchmark rates] [an FX rate/FX rates/a basket of FX rates] [an index/indices/a basket of indices] [a proprietary</p>

<b>Section C – Securities</b>		
		<p>index/proprietary indices/a basket of proprietary indices][an inflation index/inflation indices/a basket of inflation indices] (a <b>Linked Redemption Certificate</b>)[and] [paid in instalments (an <b>Instalment Certificate</b>). [The Certificates may also be referred to as a [Commodity Linked Certificate][Index Linked Certificate][Inflation Linked Certificate][FX Linked Certificate][Rate Linked Certificate][Multi Asset Basket Linked Certificate].]</p> <p>[The amount payable (if any) [as interest] [or] [on redemption] is dependent upon whether any credit event(s) in respect of one or more reference entities or one or more reference obligations in respect of any such reference entities, as the case may be, have occurred (a <b>Credit Linked Certificate</b>.]</p> <p>[The Certificates are [also] [Alternative Currency Certificates][Swedish Certificates][Norwegian Certificates][Finnish Certificates].]</p> <p><b><u>Identification Code:</u></b></p> <p>The Certificates will be uniquely identified by the ISIN Code [●] and the Common Code [●].</p>
<b>C.2</b>	<b>Currency</b>	<p>Subject to compliance with all applicable laws, regulations and directives, Certificates may be issued in any currency agreed between the relevant Issuer and the relevant dealer at the time of issue.</p> <p>The Certificates will be denominated in [●][, interest amounts (if any) will be payable in [●] ] [and] [any amount payable on redemption will be in[●].]</p>
<b>C.5</b>	<b>Description of restrictions on free transferability of the Securities</b>	<p>The free transfer of the Certificates is subject to the selling restrictions of the United States, the European Economic Area (including Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Lichtenstein, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden and the United Kingdom), the Hong Kong Special Administrative Region of the People’s Republic of China (<b>Hong Kong</b>), India, the People’s Republic of China (<b>PRC</b>), Singapore, the Republic of Korea (<b>South Korea</b>) and the Republic of China (Taiwan) (<b>Taiwan</b>).</p> <p>[Certificates offered and sold outside the United States to non-US persons in reliance on Regulation S under the U.S. Securities Act of 1933 must comply with selling restrictions.] [Certificates in registered form sold within the United States to “Qualified Institutional Buyers” must comply with transfer restrictions.]</p> <p>[Certificates held in a clearing system must be transferred in accordance with the rules, procedures and regulations of that clearing system.]</p>
<b>C.8</b>	<b>Description of the rights attaching to the Securities including ranking and including any limitations to those rights</b>	<p>The Certificates are issued in a series (a <b>Series</b>) having terms and conditions relating to, amongst other matters, the following:</p> <p><b><u>Interest/Redemption:</u></b></p> <p>The Certificates [do not] entitle the holder to the payment of interest [as set out in more detail below in elements C.9, C.10 and C.15] and entitle the holder to receive a cash amount on the redemption date [as set out in more detail in elements C.9 and C.15].</p> <p><b><u>Options:</u></b></p> <p>[Not Applicable. There are no Certificateholder options in respect of the Certificates.][The Certificateholder has [a/an][Investor Put Early Redemption</p>

## Section C – Securities

Trigger][Investor Interest Switch Payoff Feature][Investor Redemption Switch Payoff Feature] [Shout Option Performance Lock-in Interest Payoff Feature] [Shout Option Performance Lock-in Redemption Payoff Feature][Chooser Decay Interest Switch Option Payoff Feature][Flexi Option Interest Switch Payoff Feature][Reset Option Interest Payoff Feature][Reset Option Redemption Payoff Feature][([each] as set out in more detail below).]

[Not Applicable. There are no Issuer options in respect of the Certificates.][The relevant Issuer has [an Issuer Interest Switch Payoff Feature][an Issuer Redemption Switch Payoff Feature][an Issuer Call Early Redemption Trigger][([each] as set out in more detail below).]

**Early Redemption Triggers:**

The Certificates [may] [may not] be redeemed prior to their stated maturity [upon the occurrence of certain events] [and/or] [at the option of the [Issuer] [or] [Certificateholders]. See element C.9 for more detail.] See also this element C.8 below for detail on other events, if applicable, which may lead to the early redemption of the Certificates.

**Payoff Features:**

[Not Applicable. The Certificates are not subject to any features.]

[The Certificates have [several features][a feature] which affect the [way interest is calculated][and the][way amounts payable on redemption are calculated] [and] [when the Certificates redeem] that apply, as set out below:]

[*Additive Payoff Feature:* Additive Payoff Feature is applicable as multiple payoff features apply.]

[*Investor Interest Switch Payoff Feature:* Investor Interest Switch Payoff Feature is applicable. All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub>, by sending a notice on or prior to an Investor Interest Switch Expiry Date.

Linked Interest <sub>1</sub> :	Linked Interest <sub>2</sub> :	Investor Interest Switch Expiry Date(s):
--------------------------------	--------------------------------	--

[•]	[•]	[•]
-----	-----	-----

[*Issuer Interest Switch Payoff Feature:* Issuer Interest Switch Payoff Feature is applicable. The Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub>, by sending a notice on or prior to an Issuer Interest Switch Expiry Date.

Linked Interest <sub>1</sub> :	Linked Interest <sub>2</sub> :	Issuer Interest Switch Expiry Date(s):
--------------------------------	--------------------------------	--

[•]	[•]	[•]
-----	-----	-----

[*Knock-out Interest Switch Payoff Feature:* Knock-out Interest Switch Payoff Feature is applicable. The basis on which interest is calculated will automatically switch (once only during the life of the Certificates) from (i) calculation of the Linked Interest Rate

**Section C – Securities**

using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub> if, [on any Knock-out Interest Switch Observation Date][at any time during the Knock-out Interest Switch Observation Period], the Underlying<sub>KO</sub> Value is within the Range.

The Underlying<sub>KO</sub> Value is within the Range if the Underlying Value of the Underlying<sub>KO</sub> is [greater than or equal to][greater than][less than] the Knock-out Lower Limit [and][or][lower than][lower than or equal to][greater than] the Knock-out Upper Limit.

The Underlying<sub>KO</sub> Value reflects the price, level or rate of the Underlying<sub>KO</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Underlying <sub>KO</sub> :	Knock-out Lower Limit:	Knock-out Upper Limit:
[•]	[•]	[•]
Linked Interest <sub>1</sub> :	Linked Interest <sub>2</sub> :	Knock-out Interest Switch Observation [Date(s)][Period(s)]:
[•]	[•]	[•]

*[Knock-out Basket Interest Switch Payoff Feature:* Knock-out Basket Interest Switch Payoff Feature is applicable. The basis on which interest is calculated will automatically switch (once only during the life of the Certificates) from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub> if, [on any Knock-out Basket Interest Switch Observation Date][at any time during the Knock-out Basket Interest Switch Observation Period], the Basket<sub>KO</sub> Value is within the Range.

The Basket<sub>KO</sub> Value is within the Range if the Underlying Value of the Underlying<sub>KO</sub> is [greater than or equal to][greater than][less than] the Knock-out Basket Lower Limit [and][or][lower than][lower than or equal to][greater than] the Knock-out Basket Upper Limit.

Basket<sub>KO</sub> Value means the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on the relevant date.

The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Knock-out Basket Lower Limit:	Knock-out Basket Upper Limit:	Linked Interest <sub>1</sub> :	Linked Interest <sub>2</sub> :	Knock-out Basket Interest Switch Observation [Dates(s)] [Period(s)]:
[•]	[•]	[•]	[•]	[•]
i		Underlying <sub>i</sub> :	Leverage <sub>i</sub> :	
1		[•]	[•]	

*[Target Interest Switch Payoff Feature:* Target Interest Switch Payoff Feature is applicable. The basis on which interest is calculated will automatically switch (once only during the life of the Certificates) from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked

## Section C – Securities

Interest<sub>2</sub> if a Target Interest Switch Event occurs. A Target Interest Switch Event occurs if the payment of the interest amount on an Interest Payment Date results in the aggregate of all interest amounts (paid in respect of the aggregate outstanding nominal amount of the Certificates in the case of Certificates represented by a global Certificate or the product of the Calculation Amount and the Calculation Amount Factor in respect of Certificates in definitive form) paid up to and including the Interest Payment Date is greater than or equal to the Aggregate Interest Amount Cap.

Linked Interest<sub>1</sub>:

[●]

Linked Interest<sub>2</sub>:

[●]

Aggregate Interest Amount Cap:

[●] per Calculation Amount, which shall be multiplied by (i) the Global Certificate Calculation Amount Factor (in respect of the Certificates represented by a global certificate), or (ii) the Calculation Amount Factor (in respect of certificates in definitive form).

Calculation Amount: [●]

Global Certificate Calculation Amount Factor means a number equal to the aggregate outstanding nominal amount of the certificates divided by the Calculation Amount.

Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.]

*[Shout Option Performance Lock-in Interest Payoff Feature:* Shout Option Performance Lock-in Interest Payoff Feature is applicable. All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying, for the purposes of the determination of the Linked Interest Rate applicable to the Certificates for the then current Interest Accrual Period at the Shout Option Performance Lock-in Level by delivering a notice on any date that falls in an Interest Accrual Period provided such date is [10] Business Days prior to the end of the relevant Interest Accrual Period (a **Shout Option Performance Lock-in Expiry Date**). The Issuer has the discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. This option may be exercised once only in respect of each Interest Accrual Period.

Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Shout Option Performance Lock-in Level means the Underlying Value of each relevant Underlying calculated in respect of any Shout Option Performance Lock-In Expiry Date designated as a Shout Option Performance Lock-In Date in the relevant Notice.]

*[Chooser Decay Interest Switch Option Payoff Feature:* Chooser Decay Interest Switch Option Payoff Feature is applicable. All Certificateholders acting together may elect to defer the payment and calculation of interest upon delivering a notice on or prior to a Deferral Option Exercise Date designating a deferral option effective date until (i) the Certificateholders acting together, elect to receive payment of interest in respect of specified Interest Determination Dates and corresponding Interest Periods upon delivering a notice on or prior to a resumption option exercise date designating a Resumption Option Reference Date and specifying Interest Determination Dates in respect of which all Certificateholders elect to receive payment of Interest (a

## Section C – Securities

**Resumption Option Specified Effective Date**) or (ii) the last Interest Determination Date.

The Linked Interest Rate applicable to the Certificates shall be calculated (a) on each Interest Determination Date up to (but excluding) the first deferral option effective date and each subsequent Interest Determination Date which has not been designated as a deferral option effective date, a resumption option reference date or specified as a Resumption Option Specified Effective Date, in accordance with the Linked Interest; (b) on each deferral option effective date, as equal to 0; (c) in respect of each Resumption Option Reference Date designated in the relevant notice, as the Linked Interest Amount multiplied by an amount equal to 1 plus the number of Interest Periods corresponding to the Resumption Option Specified Effective Date for which no interest was paid as it was designated a deferral option effective date and not subsequently designated a Resumption Option Reference Date and (d) in respect of the last Interest Determination Date, in accordance with the Linked Interest multiplied by an amount equal to 1 plus the number of Interest Periods for which no interest was paid because the corresponding Interest Determination Dates were designated as deferral option effective dates and not subsequently designated as a Resumption Option Reference Date or specified as a Resumption Option Specified Effective Date.

All Certificateholders acting together may elect to (i) defer payment and calculation of interest on any Deferral Option Exercise Date during the life of the Certificates and (ii) elect to receive payment of interest on any Resumption Option Exercise Date during the life of the Certificates.

Linked Interest:	Deferral Option Exercise Date(s):	Resumption Option Exercise Date(s):
[•]	[•]	[•]

*[Memory Option Interest Switch Payoff Feature:* Memory Option Interest Switch Payoff Feature is applicable. The interest amount payable on an Interest Payment Date shall be equal to, if the interest amount payable in respect of an Interest Period calculated in accordance with the Linked Interest and applicable conditions, prior to application of the Memory Option Interest Switch Payoff Feature is (i) greater than 0, then at the amount payable in respect of the relevant Interest Period calculated using the Linked Interest multiplied by 1 plus the number (if any) of previous consecutive Interest Periods for which no interest amount was paid, or (ii) less than or equal to 0, then 0.

Linked Interest: [•]

*[Flexi Option Interest Switch Payoff Feature:* Flexi Option Interest Switch Payoff Feature is applicable. All Certificateholders acting together may elect to switch the basis on which interest is calculated for an Interest Accrual Period from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub>. The Certificateholders may exercise this option [•] times during the life of the Certificates and after this the Linked Interest Rate will be automatically switched to become the Flexi Interest Switch Fixed Rate.

Linked Interest <sub>1</sub> :	Linked Interest <sub>2</sub> :	Flexi Interest Switch Fixed Rate:
[•]	[•]	[•]

*[Pelican Option Interest Switch Payoff Feature:* Pelican Option Interest Switch Payoff



## Section C – Securities

Feature is applicable. The interest amount payable on any Interest Payment Date shall be subject to a maximum equal to the Cap. The amount (if any) by which that interest amount (prior to the application of the Cap) for an Interest Period exceeds the Cap (the **Interest Amount Excess Amount**) shall be notionally allocated to the Reserve. If the amount calculated in respect of an Interest Period gives rise to an amount that is less than the Cap (the **Interest Amount Shortfall Amount**), then the amount paid will be topped up by the lesser of (i) the Interest Amount Shortfall Amount and (ii) the amount notionally credited to the Reserve (the **Interest Amount Top Up Amount**).

The Reserve means a notional reserve which, at any time, equals the aggregate of each Interest Amount Excess Amount (if any) less the aggregate of each Interest Amount Top Up Amount (if any), subject to a minimum of zero (0). The amount notionally credited to the Reserve shall not accrue or be deemed to accrue any interest. The Certificateholders shall not be entitled to receive any amount notionally credited to the Reserve after the payment of interest in respect of the final Interest Period.

Cap: [●] per Calculation Amount, which shall be multiplied by (i) the Global Certificate Calculation Amount Factor (in respect of the certificates represented by a global certificate), or (ii) the Calculation Amount Factor (in respect of certificates in definitive form).

Calculation Amount: [●]

Global Certificate Calculation Amount Factor means a number equal to the aggregate outstanding nominal amount of the certificates divided by the Calculation Amount. Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.]

*[Dual Currency (Interest) Payoff Feature:* As Dual Currency (Interest) Payoff Feature is applicable, interest amounts (if any) will be paid in any one of the Interest Currencies. The amount paid will be calculated by [dividing][multiplying] the interest amount to be paid by the relevant Dual Currency (Interest) Exchange Rate on the relevant Interest Determination Date.

Interest Currency:

Dual Currency (Interest) Exchange Rate:

[●]

[●]

*[Credit Event Contingency Interest Switch Payoff Feature:* Credit Event Contingency Interest Switch Payoff Feature is applicable. If the calculation agent determines an event determination date has occurred with respect to the Reference Entity, interest shall cease to accrue with effect from (and including) the [Interest Payment Date immediately preceding such event determination date (or, if such date occurs during the first Interest Period, the Interest Commencement Date)][the event determination date]. Credit Events that may or may not happen in respect of the reference entity may affect if interest is payable.

Reference entity: [●]

Credit Event: [●]

*[Reset Option Interest Payoff Feature:* Reset Option Interest Payoff Feature is applicable. All Certificateholders acting together may at their option elect to switch the basis on which interest is calculated (up to [●] times during the life of the Certificates) from (i) calculation of the Linked Interest Rate using the Linked Interest with variables

## Section C – Securities

determined at the Issue Date [see [(*Insert cross reference to relevant section in the summary*)]] to (ii) calculation of the Linked Interest Rate using the Linked Interest with the margin and leverage determined at the relevant time by sending a notice on or prior to a Reset Notice Date subject to any further exercise.

Linked Interest:

Reset Notice Date:

[●]

[●]

*[Single Interest Payment Date Payoff Feature:* As Single Interest Payment Date Payoff Feature is applicable, notwithstanding that there are multiple Interest Payment Dates the sum of all interest amounts (if any) will be paid on [●] (the **Single Interest Payment Date**). For the avoidance of doubt, the investor will not be entitled to any interest on any interest amount determined on an Interest Determination Date for the relevant Interest Period provided that it is paid on the Single Interest Payment Date.]

*[Global Cap Payoff Feature:* Global Cap Payoff Feature is applicable. [The amount payable on final redemption will be reduced by the Global Cap Amount.] [The amount payable on each instalment redemption will be decreased by, on the first Instalment Date, the Global Cap Amount and on each subsequent Instalment Date, the Global Cap Amount minus the aggregate amount deducted on any previous Instalment Date pursuant to this Global Cap Payoff Feature, subject to a minimum of zero (0).] The Global Cap Amount is the greater of (i) 0 and (ii) the Strike Price subtracted from the sum of all amounts calculated as interest (in respect of the aggregate nominal amount in the case of certificates represented by a global certificate or the product of the Calculation Amount and the Calculation Amount Factor in respect of Certificates in definitive form) up to and including the relevant redemption date.

Calculation Amount: [●]

Strike Price: [●] per Calculation Amount, which shall be multiplied by (i) the Global Certificate Calculation Amount Factor (in respect of the Certificates represented by a global certificate), or (ii) the Calculation Amount Factor (in respect of certificates in definitive form).

Global Certificate Calculation Amount Factor means a number equal to the aggregate outstanding nominal amount of the certificates divided by the Calculation Amount.

Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.]

*[Global Floor Payoff Feature:* Global Floor Payoff Feature is applicable. The amount payable on [final redemption][the final Instalment Date] will be increased by the Global Floor Amount.] The Global Floor Amount is the greater of (i) 0 and (ii) the sum of all amounts calculated as interest (in respect of the principal aggregate amount in the case of certificates represented by a global certificate or the product of the Calculation Amount and the Calculation Amount Factor in respect of Certificates in definitive form) up to and including the relevant redemption date subtracted from the Strike Price.

Strike Price: [●] per Calculation Amount, which shall be multiplied by (i) the Global Certificate Calculation Amount Factor (in respect of the Certificates represented by a global certificate), or (ii) the Calculation Amount Factor (in respect of certificates in definitive form).

Calculation Amount: [●]

## Section C – Securities

Global Certificate Calculation Amount Factor means a number equal to the aggregate outstanding nominal amount of the certificates divided by the Calculation Amount. Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.]

*[Dual Currency (Redemption) Payoff Feature:* As Dual Currency (Redemption) Payoff Feature is applicable, the amount payable on redemption will be payable in any one of the applicable Redemption Currencies. The amount paid will be calculated by [dividing][multiplying] the relevant redemption amount to be paid by the relevant Dual Currency (Redemption) Exchange Rate on the relevant date.

	Redemption Currenc(y)(ies):	Dual Rate:	Currency (Redemption) Exchange Rate:
[Redemption Date][Instalment Date]:	[•]	[•]	[•]
[Early Redemption Date:]	[•]	[•]	[•]

*[Investor Redemption Switch Payoff Feature:* Investor Redemption Switch Payoff Feature is applicable. All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which the amount payable on [final redemption][each subsequent instalment redemption] is calculated from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub>, to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub>, by sending a notice on or prior to an Investor Redemption Switch Expiry Date.

Linked Redemption <sub>1</sub> :	Linked Redemption <sub>2</sub> :	Investor Redemption Switch Expiry Date(s):
[•]	[•]	[•]

*[Issuer Redemption Switch Payoff Feature:* Issuer Redemption Switch Payoff Feature is applicable. The Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which the amount payable on [final redemption][each subsequent instalment redemption] is calculated from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub>, by sending a notice on or prior to an Issuer Redemption Switch Expiry Date.

Linked Redemption <sub>1</sub> :	Linked Redemption <sub>2</sub> :	Issuer Redemption Switch Expiry Date(s):
[•]	[•]	[•]

*[Knock-out Redemption Switch Payoff Feature:* Knock-out Redemption Switch Payoff Feature is applicable. The basis on which the amount payable on [final redemption][each subsequent instalment redemption] is calculated will automatically switch (once only during the life of the Certificates) from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub> if, [on any Knock-out Redemption Switch Observation Date][at any time during the Knock-out Redemption Switch Observation Period] the Underlying<sub>KO</sub> Value is within the Range.

The Underlying<sub>KO</sub> Value is within the Range if the Underlying Value of Underlying<sub>KO</sub> is [greater than or equal to][greater than][less than] the Knock-out Lower Limit [and][or][lower than][lower than or equal to][greater than] the Knock-out Upper Limit.

## Section C – Securities

The Underlying<sub>KO</sub> Value reflects the price, level or rate of the Underlying<sub>KO</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Underlying<sub>KO</sub>: Knock-out Lower Limit: Knock-out Upper Limit:

[•] [•] [•]

Linked Redemption<sub>1</sub>: Linked Redemption<sub>2</sub>: Knock-out Redemption Switch Observation [Date(s)][Period(s)]:

[•] [•] [•]

*[Knock-out Basket Redemption Switch Payoff Feature: Knock-out Redemption Switch Payoff Feature is applicable. The basis on which the amount payable on [final redemption][each subsequent instalment redemption] is calculated will automatically switch (once only during the life of the Certificates) from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub> if, [on any Knock-out Basket Redemption Switch Observation Date][at any time during the Knock-out Basket Redemption Switch Observation Period] the Basket<sub>KO</sub> Value is within the Range.*

The Basket<sub>KO</sub> Value is within the Range if the Underlying Value of the Underlying<sub>KO</sub> is [greater than or equal to][greater than][less than] the Knock-out Basket Lower Limit [and][or][lower than][lower than or equal to][greater than] the Knock-out Basket Upper Limit.

Basket<sub>KO</sub> Value means the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on the relevant date.

The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Knock-out Basket Lower Limit: Knock-out Basket Upper Limit: Linked Redemption<sub>1</sub>: Linked Redemption<sub>2</sub>: Knock-out Basket Redemption Switch Observation [Date(s)] [Period(s)]:

[•] [•] [•] [•] [•]

i Underlying<sub>i</sub>: Leverage<sub>i</sub>:

[•] [•] [•]

*[Shout Option Performance Lock-in Redemption Payoff Feature: Shout Option Performance Lock-in Redemption Payoff Feature is applicable. All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying, for the purposes of the determination of the Redemption Payoff applicable to the Certificates in respect of the amount payable on [final redemption][the relevant instalment redemption] for the then immediately following Redemption Determination Date at the Shout Option Performance Lock-in Level by delivering a notice on or before any date that is not less than [10] Business Days prior to the relevant Redemption Determination Date (**Shout Option Performance Lock-in Expiry Date**). The Issuer has the discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. This option may be exercised once only in respect of each Redemption Determination Date in respect of the amount payable on [final*

## Section C – Securities

redemption][the relevant instalment redemption].

Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Shout Option Performance Lock-in Level means the Underlying Value of each relevant Underlying calculated in respect of any Business Day designated in the relevant notice which shall be on or prior to the Shout Option Performance Lock-in Expiry Date.

Underlying: [●]

*[Reset Option Redemption Payoff Feature: Reset Option Redemption Payoff Feature is applicable. All Certificateholders acting together may at their option elect to switch the basis on which the amount payable on [final redemption][each subsequent instalment redemption] is calculated (up to [●] times during the life of the Certificates) from (i) calculation of the Redemption Payoff using the Linked Redemption with variables determined at the Issue Date [see [(Insert cross reference to relevant section in the summary)] to (ii) calculation of the Redemption Payoff using the Linked Redemption with the margin and leverage determined at the relevant time by sending a notice on or prior to a Reset Notice Date subject to any further exercise.*

Linked Redemption:

[●]

Reset Notice Date:

[●]

**Guarantee:**

the [Certificates are not guaranteed by any guarantor][payment of principal and interest in respect of the Certificates is unconditionally and irrevocably guaranteed by the Guarantor pursuant to the Guarantee.

**Redemption for Illegality and Force Majeure:**

The Issuer has the right to terminate the Certificates in the case of illegality or force majeure.]

**Additional Disruption Events:** [(this may apply to Linked Interest Certificates or Linked Redemption Certificates (excluding Italian Listed Certificates) if applicable, except for Certificates that are linked to Inflation Indices and/or Benchmark Rates only and will apply to Credit Linked Certificates)]

[Upon the occurrence of an additional disruption event, the Certificates may be subject to adjustment or may be early redeemed at [the Fair Market Value Redemption Amount] (in the case of Index Linked Certificates) the amount determined by the Calculation agent representing the fair market value of each Certificate taking into account the additional disruption event less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements (the **Calculated Additional Disruption Amount**) plus accrued interest, at a rate determined by the Calculation Agent, from and including the date the Calculated Additional Disruption Amount is determined by the Calculation Agent to but excluding the Redemption Date of the Certificates].

The occurrence of a hedging disruption, a change of law or an increased cost of hedging affecting the Issuer[, the Guarantor] and/ or any of [its][their respective] affiliates[ (as the case may be)], as determined by the Calculation Agent or the Issuer (as the case may

## Section C – Securities

be), will constitute an additional disruption event.]

**Market Disruption Events:** [(this only applies to Linked Interest Certificates and Linked Redemption Certificates, except for Certificates that are linked to Inflation Indices and/ or Benchmark Rates only)]

Upon the occurrence of [a market disruption event with respect to an Underlying] [a disrupted day with respect an Underlying consisting of [an Index] [or] [a Proprietary Index]] [a market disruption event with respect to one or more components of a multi-asset basket], the relevant observation date relating to [each affected component in the multi-asset basket] [the Underlying] may be subject to postponement, the relevant payment date for interest or redemption may be subject to postponement, the Certificates may be early redeemed or the Calculation Agent may determine [the fair market value of the relevant [affected component] [Underlying]] [its good faith estimate of the level of the [Index] [or] [Proprietary Index].]

**Other events that have a material effect on the Certificates:** [(this only applies to Linked Interest Certificates and Linked Redemption Certificates)]

If any other event, other than a [disrupted day] [market disruption event] and an additional disruption event, occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, the Certificates may be subject to adjustment or may be early redeemed at the Fair Market Value Redemption Amount.]

**Redemption upon the occurrence of certain triggers:** [(this only applies to Leveraged CLCs)]

The Certificates will be early redeemed at the Fair Market Value Redemption Amount if (a) their Fair Market Value is equal to or lower than the MV Trigger or (b) if [the reference entity spread][the weighted average of the reference entity spread for all reference entities, weighted by the proportion of the floating rate payer calculation amount of each reference entity to the aggregate of the floating rate payer calculation amounts] is equal to or greater than the Spread Trigger.

The Fair Market Value and the Fair Market Value Redemption Amount of the Certificates takes into account the Issuer's costs of unwinding any hedging related to the Certificates and certain other costs. The hedging unwinding costs are multiplied by the Leverage Factor.

MV Trigger: [●]

Spread Trigger: [●]

Leverage Factor: [●]

**Redemption following a Merger Event:** [(this only applies to Credit Linked Certificates in relation to which Credit Linked Condition 2.8 (Redemption following a Merger Event) is specified to apply)]

If the Calculation Agent determines that a merger event has occurred, the Certificates may be early redeemed at their Fair Market Value Redemption Amount.

A merger event will occur if the Issuer [or the Guarantor] consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a reference entity[, the Issuer or the Guarantor as applicable,] or [the Guarantor and a reference entity or ]the relevant Issuer and a reference entity become affiliates.]

[The **Fair Market Value Redemption Amount** shall be such amount as shall be

<b>Section C – Securities</b>		
		<p>determined to be the fair market value of the Certificate as at (or about) the date of early redemption, taking into account, without limitation (i) the cost to the Issuer of unwinding any related underlying hedging arrangements entered into in respect of such Certificate (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), whether such hedge is held directly by the Issuer [or the Guarantor] or indirectly through an affiliate, and/or (ii) any replacement liquidity costs and/or (iii) any other appropriate costs, all as determined by the calculation agent in its sole and absolute discretion.] <i>(Delete if the Terms and Conditions do not provide for redemption at the Fair Market Value Redemption Amount)</i></p> <p><b><u>Withholding tax:</u></b></p> <p>Certificateholders must pay all specified expenses relating to the Certificates.</p> <p>[Neither the Issuer nor the Guarantor shall][The Issuer shall not] be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Certificates and all payments made by the Issuer [or the Guarantor ]shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.</p> <p><b><u>Meetings:</u></b></p> <p>The terms of the Certificates contain provisions for calling meetings of holders of the Certificates to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p><b><u>Governing Law:</u></b></p> <p>The Certificates are governed by English law.</p>
<b>C.9</b>	<b>Interest, maturity and redemption provisions, yield and representation of the security-holders</b>	<p>Please also refer to element C.8. <i>[Fixed Rate Certificates:</i></p> <p>The Certificates are Fixed Rate Certificates. The Certificates bear interest from the Interest Commencement Date at a rate of [●] per cent. per [specify period] payable [annually/semi-annually/quarterly/monthly] in arrear on [●] in each year.]</p> <p><i>[An indication of yield:</i></p> <p>The yield for the Fixed Rate Certificates will be [●] on the Issue Date [and will be calculated on the basis of [●]. This is not an indication of future yield.]</p> <p><i>[Floating Rate Certificates:</i></p> <p>[The Certificates are Floating Rate Certificates. The Certificates will bear interest on the same basis as the floating rate under a notional interest rate swap transaction, or by reference to [LIBOR, EURIBOR [<i>specify other ISDA rate</i>]]. The Certificates will bear a floating rate of interest from the [Interest Commencement Date] of [[specify ISDA Rate, Designated Maturity and Reset Date]][[the offered quotation]][the arithmetic mean of the offered quotations] for [specify Reference Rate]] [+/-] [●] per cent.] per [specify period] payable [annually/semi-annually/quarterly/monthly] in arrear on [●] in each year.]</p> <p><i>[Zero Coupon Certificates:</i> The Certificates are Zero Coupon Certificates and do not bear interest. The accrual yield for Zero Coupon Certificates will be [●] on the Issue Date [and will be calculated on the basis of [●]]. This is not an indication of future yield.]</p>

## Section C – Securities

*[Linked Interest Certificates:* The Certificates are Linked Interest Certificates that are [Multi-Asset Basket Linked Certificates that are a combination of [Commodity Linked Certificates][Index Linked Certificates][Inflation Linked Certificates][Rate Linked Certificates][FX Linked Certificates]. The Linked Interest Certificates will bear interest on the basis of the Linked Interest Rate (as set out in more detail in C.15).

*[Credit Linked Certificates:* The amount payable (if any) as interest on the Certificates and the amount payable [and/or the deliverable obligations to be delivered] on redemption of the Certificates is dependent upon whether any credit event(s) in respect [the reference entity][any reference entity][a reference entity being the [first][second][third][•][th] reference entity being subject to the occurrence of a Credit Event] or one or more obligations in respect of [the reference entity][any such reference entities], as the case may be, have occurred.]

*[Linear Basket CLCs (other than Leveraged CLCs):* The conditions relating to interest (if any) payable under the Certificates and the redemption amount apply to each Certificate with respect to each reference entity separately and to such Certificate's *pro rata* share of the relevant Floating Rate Payer Calculation Amount relating to such reference entity.

Reference Entity(ies):	Floating Rate Payer Calculation Amount(s):
[•]	[•]

*[Linear Basket CLCs that are also Leveraged CLCs:* Each Certificate will be redeemed upon the first occurrence of the satisfaction of the conditions to settlement (which include the occurrence of a credit event) with respect to any reference entity.]

*[Principal Protected CLCs:* Upon the satisfaction of the conditions to settlement (which include the occurrence of a credit event) in respect of a reference entity, the outstanding nominal amount of each Certificate corresponding to its *pro rata* share of the relevant Floating Rate Payer Calculation Amount will be redeemed on the Redemption Date at its Principal Protected Amount and the remaining outstanding nominal amount of each (if any) will be redeemed on the Redemption Date at the Final Redemption Amount.

Reference Entity(ies):	Floating Rate Payer Calculation Amount(s):	Principal Protected Amount(s):
[•]	[•]	[•]

*[Fixed Recovery CLCs:* If the conditions to settlement (which include the occurrence of a credit event) with respect to a reference entity are satisfied, the redemption amount will be calculated by reference to the Fixed Recovery Percentage relating to such reference entity.

Reference Entity(ies):	Fixed Recovery Percentage(s):
[•]	[•]

*[Interest Periods and Rates of Interest:*

The Interest Determination Dates for the Certificates are [•].

The Interest Payment Dates for the Certificates are [•].

The Interest Periods for the Certificates are [•].

The Interest Period Dates for the Certificates are [•].]



## Section C – Securities

*Redemption:*

[The Certificates are scheduled to redeem on [●] by payment of the Issuer of [●].]

**Early Redemption Triggers:**

The Certificates [may] [may not] be redeemed prior to their stated maturity upon the occurrence of certain events and/or at the option of the Issuer or Certificateholders [as set out below:].

See also element C.8 for detail on other events, if applicable, which may lead to the early redemption of the Certificates.

*[Issuer Call Early Redemption Trigger:* Issuer Call Early Redemption Trigger is applicable. The Issuer may (at its option) give notice to redeem all or some of the Certificates at the Early Redemption Amount with accrued interest, if any, on the relevant Early Redemption Date (being the date [●] Business Days immediately following the date of the notice).]

*[Investor Put Early Redemption Trigger:* Investor Put Early Redemption Trigger is applicable. Upon expiry of an investor put notice the Issuer will redeem in whole the Certificates at the Early Redemption Amount with accrued interest, if any, on the Early Redemption Date (being the date [●] Business Days immediately following the date of the notice).]

*[Knock-out Early Redemption Trigger:* Knock-out Early Redemption Trigger is applicable. If on [each Knock-out Observation Date] [at any time during the Knock-out Observation Period], a Knock-out Trigger occurs, the Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the Early Redemption Date (being the date [●] Business Days immediately following the Knock-out Observation Date on which the Knock-out Trigger occurs).

A Knock-out Early Redemption Trigger occurs if the Underlying Value of the Underlying<sub>r</sub> is [greater than][greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

Underlying:	Knock-out Observation [Date][Period]:	Upper Limit:	Lower Limit:
[●]	[●]	[●]	[●]

*[Callable Knock-out Early Redemption Trigger:* Callable Knock-out Early Redemption Trigger is applicable. If on a Callable Knock-out Observation Date, a Callable Knock-out Trigger occurs, the Issuer may (at its option) give notice to redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date (being the date [●] Business Days immediately following the Callable Knock-out Observation Date on which the Callable Knock-out Trigger occurs).

A Callable Knock-out Trigger occurs if the Underlying Value of the Underlying<sub>r</sub> is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

The Underlying Value reflects the price, level or rate of the Underlying<sub>r</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

## Section C – Securities

Underlying:	Callable Knock-out Observation Date(s):	Upper Limit:	Lower Limit:
[●]	[●]	[●]	[●]

*[Puttable Knock-out Early Redemption Trigger:* Puttable Knock-out Early Redemption Trigger is applicable. If on a Puttable Knock-out Observation Date, a Puttable Knock-out Trigger occurs, the Certificateholder may (at its option) give notice to the Issuer to redeem in whole the relevant Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date (being the date [●] Business Days immediately following the Puttable Knock-out Observation Date on which the Puttable Knock-out Trigger occurs).

A Puttable Knock-out Trigger occurs if the Underlying Value of the Underlying<sub>r</sub> is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

The Underlying Value reflects the price, level or rate of the Underlying<sub>r</sub> without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.

Underlying:	Puttable Knock-out Observation Date:	Lower Limit:	Upper Limit:
[●]	[●]	[●]	[●]

*[Target Early Redemption Trigger:* Target Early Redemption Trigger is applicable. If on any Target Redemption Observation Date, the aggregate amount of interest paid on all previous Interest Payment Dates since the Issue Date is greater than or equal to the Target Level (being a Target Early Redemption Trigger Event), the Issuer will redeem all of the Certificates at the Early Redemption Amount on the corresponding Early Redemption Date (being the date [●] Business Days immediately following the Target Redemption Observation Date on which the Target Early Redemption Trigger Event occurs).

Target Redemption Observation Date:	Target Level:
[●]	[●] per Calculation Amount, which shall be multiplied by (i) the Global Certificate Calculation Amount Factor (in respect of the certificates represented by a global certificate), or (ii) the Calculation Amount Factor (in respect of certificates in definitive form).]

Calculation Amount: [●]

Global Certificate Calculation Amount Factor means a number equal to the aggregate outstanding nominal amount of the certificates divided by the Calculation Amount. Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.]

*[Knock-out Multi Underlying Early Redemption Trigger:* Knock-out Multi Underlying Early Redemption Trigger is applicable. If on a Knock-out Observation Date, a Knock-out Multi Underlying Trigger occurs, the Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the Early Redemption Date (being the date [●] Business Days immediately following the date on which a Knock-out Multi Underlying Trigger occurs).

A Knock-out Multi Underlying Trigger occurs if the Basket Value is [greater

## Section C – Securities

than][greater than or equal to][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

Basket Value on the relevant day is the sum of the individual results of Leverage<sub>i</sub> multiplied by the Underlying Value of each Underlying<sub>i</sub> observed on the relevant day.

Knock-out Date(s):	Observation	Lower Limit:	Upper Limit:	Margin:
--------------------	-------------	--------------	--------------	---------

[•]		[•]	[•]	[•]
-----	--	-----	-----	-----

I:		Underlying <sub>i</sub> :	Leverage:
----	--	---------------------------	-----------

[•]		[•]	[•]
-----	--	-----	-----

**Redemption Method:**

The [Instalment Redemption Amount] [Final Redemption Amount] will be calculated in accordance with the [Standard Redemption] [Performance Redemption][Growth Redemption]. The [Early Redemption Amount] will be calculated in accordance with the [Standard Redemption][Performance Redemption][Growth Redemption]

In each case, Redemption Unwind Costs reflect [(a)][(notwithstanding that Redemption Unwind Costs is applicable)], (i) where the [Final Redemption Amount][Instalment Redemption Amount] is determined after the basis on which redemption is calculated has been switched in accordance with any applicable Payoff Feature, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion or (ii) where the basis on which redemption is calculated has not been switched in accordance with any applicable Payoff Feature, [zero (0)][,(b)][notwithstanding (a)][(i)] [in the case of an Early Redemption Amount, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, as calculated by the Calculation Agent in its sole discretion] [or][(ii) in the case of [a Final Redemption Amount] [an Instalment Redemption Amount], zero (0)][zero (0)].

[*Standard Redemption*]: The Redemption Method corresponding to the [Early Redemption Amount][Instalment Redemption Amount][Final Redemption Amount] is Standard Redemption. The [Early Redemption Amount][Instalment Redemption Amount][Final Redemption Amount] applicable to the Certificates is calculated as (i) the Redemption Unwind Costs subtracted from (ii) the Reference Price multiplied by the Nominal Amount.

Nominal Amount means [•].

Reference Price means [•].

[*Performance Redemption*]: The Redemption Method corresponding to the [Early Redemption Amount][Instalment Redemption Amount][Final Redemption Amount] is Performance Redemption. The [Early Redemption Amount] [Instalment Redemption

<b>Section C – Securities</b>		
		<p>Amount] [Final Redemption Amount] applicable to the Certificates is calculated as (i) the Redemption Unwind Costs subtracted from (ii) the result of the Reference Price added to the Redemption Payoff calculated using [Standard][Combination] Redemption Payoff multiplied by the Nominal Amount.</p> <p>Nominal Amount means [●].</p> <p>Reference Price means [●].</p> <p>[Standard][Combination] Redemption Payoff means [●].]</p> <p><i>[Growth Redemption:</i> The Redemption Method corresponding to the [Early Redemption Amount][Instalment Redemption Amount][Final Redemption Amount] is Growth Redemption. The [Early Redemption Amount][Instalment Redemption Amount][Final Redemption Amount] applicable to the Certificates is calculated as (i) the Redemption Unwind Costs subtracted from (ii) the result of the Reference Price multiplied by the Redemption Payoff calculated using [Standard][Combination] Redemption Payoff multiplied by the Nominal Amount.</p> <p>Nominal Amount means [●].</p> <p>Reference Price means [●].</p> <p>[Standard][Combination] Redemption Payoff means [●].]</p> <p><i>[Instalment Certificates:</i></p> <p>The Certificates will be redeemed in the Instalment Redemption Amounts on each Instalment Date. Each Instalment Redemption Amount will be calculated by reference to the relevant Instalment Amount.</p> <p>Instalment Date(s): <span style="float: right;">Instalment Amount(s):</span></p> <p>[●] <span style="float: right;">[●]</span></p> <p><i>Representation of Certificateholders:</i></p> <p>There is no trustee or any other representative of Certificateholders.</p>
<b>C.10</b>	<b>Derivative component in interest payments</b>	<p>The amount payable to investors as interest may be determined by reference to the performance of one or more commodities, indices, proprietary indices, inflation indices, FX rates, benchmark rates, or a combination of any of them (as set out in more detail in C.9 and C.15).</p> <p>[The Certificates are Linked Interest Certificates and the amount payable as interest is linked to [an Underlying][multiple Underlyings] (as set out in more detail in C.9 and C.15).]</p> <p>[Not Applicable. The Certificates do not have a derivative component in the interest payments]</p>
<b>C.11</b>	<b>An indication as to whether the securities offered are or will be the object of an application for admission to trading</b>	<p>[Application has been made by the Issuer (or on its behalf) for the Certificates to be admitted to trading on [the Irish Stock Exchange’s regulated market][the Regulated Market (<i>Regulierter Markt</i>) of the Frankfurt Stock Exchange][the Regulated Market maintained by Euronext Paris S.A.][the Helsinki Stock Exchange’s regulated market (NASDAQ OMX Helsinki Ltd)] [the Nordic Growth Market NGM AB’s regulated market NDX][Nasdaq OMX Nordic Stockholm AB’s regulated market][the regulated market operated by Oslo Børs] [Electronic Securitised Derivatives Market of Borsa Italiana S.p.A. (<b>Italian Listed Certificates</b>)][ with effect from [●].] [The Certificates are not expected to be admitted to trading.]</p>

<b>Section C – Securities</b>		
		<p><b><i>Distribution:</i></b></p> <p>[The Certificates will be offered to the public in [●].]</p>
<b>C.15</b>	<b>Description of how the value of your investment is affected by the value of the underlying assets</b>	<p>[Not Applicable. The amounts payable as interest or on redemption of the Certificates is not linked to any Underlying.]</p> <p>[<i>Credit Linked Certificates:</i> The Certificates are Credit Linked Certificates (as set out in more detail in element C.9)]</p> <p>[<i>Linked Interest Certificates:</i> The Certificates are Linked Interest Certificates, they will bear interest on the basis of the Linked Interest Rate which is calculated in accordance with the below and expressed as a percentage, where, the Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time.</p> <p>[[●] (<i>insert name of standard or combination interest</i>) is applicable for Interest Accrual Period [●].]</p> <p>[<i>Combination Addition Interest:</i> [The Certificates are Combination Addition Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) the result of adding together the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> and the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.</p> <p>Standard Interest Payoff<sub>1</sub>: [●]</p> <p>Standard Interest Payoff<sub>2</sub>: [●]</p> <p>Floor: [●]]</p> <p>[<i>Combination Capitalisation Interest:</i> [The Certificates are Combination Capitalisation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) Previous Interest Amount multiplied by the result of Leverage, multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> added to 1.</p> <p>The Previous Interest Amount is a percentage representing an amount previously paid as interest on the Certificates, for the first Interest Accrual Period, the Previous Interest Amount shall be [●]%.  Standard Interest Payoff:                      Floor    Leverage:  [●]    [●]    [●]]</p> <p>[<i>Combination Complex Digital Interest:</i> [The Certificates are Combination Complex Digital Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as either (a) if the Underlying Value is within the Range on each relevant Performance Observation Date, the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> or (b) otherwise, the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.</p> <p>The Underlying Value of an Underlying is within the Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.</p> <p>Standard Interest Payoff<sub>1</sub>: [●]</p> <p>Standard Interest Payoff<sub>2</sub>: [●]</p>

Section C – Securities			
		Underlying:	Lower Limit:
		[●]	[●]
			Upper Limit:
			[●]
		<p><i>[Combination Division Interest:</i> [The Certificates are Combination Division Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> divided by the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.</p>	
		Standard Interest Payoff <sub>1</sub> : [●]	
		Standard Interest Payoff <sub>2</sub> : [●]	
		Floor: [●]	
		<p><i>[Combination Multiplication Interest:</i> [The Certificates are Combination Multiplication Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.</p>	
		Standard Interest Payoff <sub>1</sub> : [●]	
		Standard Interest Payoff <sub>2</sub> : [●]	
		Floor: [●]	
		<p><i>[Combination Ratchet Interest:</i> [The Certificates are Combination Ratchet Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the Previous Interest Amount added to the result of Leverage multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub>.</p>	
		The Previous Interest Amount is a percentage representing an amount previously paid as interest on the Certificates, for the first Interest Accrual Period, the Previous Interest Amount shall be [●]%. Standard Interest Payoff: [●]	
		Cap:	Floor:
		[●]	[●]
			Leverage:
			[●]
		<p><i>[Combination Range Interest:</i> [The Certificates are Combination Range Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Accrual Factor.</p>	
		Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.	
		Standard Interest Payoff <sub>1</sub> : [●]	
		Underlying:	Range Accrual Days:
		[●]	[●]
			Lower Limit:
			[●]
			Upper Limit:
			[●]
		<p><i>[Combination Resettable Range Interest:</i> [The Certificates are Combination Resettable</p>	

**Section C – Securities**

Range Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Accrual Factor.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Margin subtracted from the Underlying Value on the Initial Underlying Observation Date [and][or][lower than][lower than or equal to][greater than] the Margin added to the Underlying Value on the Initial Underlying Observation Date, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.

Underlying:	Standard	Interest	Interest	Initial	Range Accrual	Margin:
	Payoff:		Observation	Underlying	Day(s):	
			Period(s):	Observation		
			Date:	Date:		
[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Combination Snowrange Interest: [The Certificates are Combination Snowrange Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the Previous Interest Amount multiplied by the Accrual Factor.

The Previous Interest Amount means [with respect to an Interest Accrual Period, the interest amount with respect to the immediately preceding Interest Accrual Period][if Specific Interest Accrual Period is applicable, set out which previous Interest Accrual Period will be used to calculate the Previous Interest Amount for each Interest Accrual Period.].

For the first Interest Accrual Period, the First Interest Amount shall be [•]%.  
Standard Interest Payoff<sub>1</sub>: [•]  
Standard Interest Payoff<sub>2</sub>: [•]

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.

Underlying:	Interest	Range Accrual	Lower Limit:	Upper Limit:
	Observation	Days:		
	Period(s):			
[•]	[•]	[•]	[•]	[•]

[Combination Subtract Interest: [The Certificates are Combination Subtract Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub> subtracted from the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub>.

Floor: [•]  
Standard Interest Payoff<sub>1</sub>: [•]  
Standard Interest Payoff<sub>2</sub>: [•]

**Section C – Securities**

*[Combination Maximum Interest:* [The Certificates are Combination Maximum Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor, (ii) the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> and (iii) the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.

Standard Interest Payoff<sub>1</sub>: [●]

Standard Interest Payoff<sub>2</sub>: [●]

Floor: [●]

*[Combination Minimum Interest:* [The Certificates are Combination Minimum Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as the greater of (i) Floor and (ii) the lesser of (a) the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> and (b) the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>.

Standard Interest Payoff<sub>1</sub>: [●]

Standard Interest Payoff<sub>2</sub>: [●]

Floor: [●]

*[Combination Complex Digital Basket Interest:* [The Certificates are Combination Complex Digital Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each relevant Performance Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> added to the Margin or (B) otherwise, being the Fixed Rate.

The Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range if the Underlying Value of each Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.

Interest Observation Period(s):	Performance Observation Date(s):	Cap:	Floor:	Leverage:	Margin:	Fixed Rate:
---------------------------------	----------------------------------	------	--------	-----------	---------	-------------

[●]	[●]	[●]	[●]	[●]	[●]	[●]
-----	-----	-----	-----	-----	-----	-----

Underlying <sub>i</sub> :	Lower Limit <sub>i</sub> :	Upper Limit <sub>i</sub> :	Standard Interest Payoff <sub>1</sub> :
---------------------------	----------------------------	----------------------------	---

[●]	[●]	[●]	[●]
-----	-----	-----	-----

*[Combination Payoff-Linked Digital Interest:* [The Certificates are Combination Payoff-Linked Digital Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using Linked Interest][1][2] is calculated as either (a) if the Standard Interest Payoff<sub>2</sub> is within the Range, the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> or (b) otherwise, being the Fixed Rate.

The Standard Interest Payoff<sub>2</sub> is within the Range if the Standard Interest Payoff<sub>2</sub> on the Interest Observation Date is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

Standard Interest Payoff<sub>1</sub>: [●]



**Section C – Securities**

Standard Interest Payoff<sub>2</sub>: [●]

Fixed Rate:	Lower Limit:	Upper Limit:	Interest Observation Date:
[●]	[●]	[●]	[●]

[*Standard Fixed Interest*: [The Certificates are [also] Standard Fixed Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff] [Linked Interest][1][2]] is calculated as equal to the Fixed Rate.

Fixed Rate: [●]

[*Standard Floating Interest*: [The Certificates are [also] Standard Floating Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff] [Linked Interest][1][2]] is calculated as equal to the rate of interest determined in accordance with the provisions set out in element C.9.]

[*Standard Asian Option Interest*: [The Certificates are [also] Standard Asian Option Interest Certificates.] The Linked Interest Rate [applicable to the Certificates] [calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Rate added to the result of Leverage multiplied by Average Underlying Value.

The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Performance Observation Date corresponding to the relevant period.

Underlying:	Performance Observation Dates:	Cap:	Floor:	Leverage:	Fixed Rate:
[●]	[●]	[●]	[●]	[●]	[●]

[*Standard Collar Interest*: [The Certificates are [also] Standard Collar Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value on the relevant Interest Observation Date.

Underlying:	Cap:	Floor:	Leverage:	Margin:	Interest Observation Date(s):
[●]	[●]	[●]	[●]	[●]	[●]

[*Standard Floater Interest*: [The Certificates are [also] Standard Floater Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value.

Underlying:	Floor:	Leverage:	Margin:
[●]	[●]	[●]	[●]

[*Standard Floored Floater Interest*: [The Certificates are [also] Standard Floored Floater Interest Certificates.] The Linked Interest Rate [applicable to the

Section C – Securities				
<p>Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value on the relevant Interest Observation Date added to Margin.</p>				
Underlying:	Leverage:	Floor:	Margin:	Interest Observation Date(s):
[•]	[•]	[•]	[•]	[•]]
<p>[<i>Standard Inverse Floater Interest</i>: [The Certificates are [also] Standard Inverse Floater Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff] [Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Rate.</p>				
Underlying:	Cap:	Floor:	Leverage:	Fixed Rate:
[•]	[•]	[•]	[•]	[•]]
<p>[<i>Standard Strangle Interest</i>: [The Certificates are [also] Standard Strangle Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff] [Linked Interest][1][2]] is calculated as the absolute value of the result of Margin added to the result of Leverage multiplied by Underlying Value.</p>				
Underlying:	Leverage:	Margin:	Interest Observation Date(s):	
[•]	[•]	[•]	[•]]	
<p>[<i>Standard Alternative Basket Interest</i>: [The Certificates are [also] Standard Alternative Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) <math>Margin_3</math> added to the sum of the individual products of <math>Leverage_k</math> and the Underlying Value of each <math>Underlying_k</math> and (b) the greater of (i) <math>Margin_2</math> added to the sum of the individual products of <math>Leverage_j</math> and the Underlying Value of each <math>Underlying_j</math>; and (ii) <math>Margin_1</math> added to the sum of the individual products of <math>Leverage_i</math> and the Underlying Value of each <math>Underlying_i</math>.</p>				
Margin <sub>1</sub> :	Margin <sub>2</sub> :	Margin <sub>3</sub> :		
[•]	[•]	[•]		
i	Underlying <sub>i</sub> :	Leverage <sub>i</sub> :		
[1]	[•]	[•]		
j	Underlying <sub>j</sub> :	Leverage <sub>j</sub> :		
[1]	[•]	[•]		
k	Underlying <sub>k</sub> :	Leverage <sub>k</sub> :		
[1]	[•]	[•]]		
<p>[<i>Standard Strangle Basket Interest</i>: [The Certificates are [also] Standard Strangle Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the absolute value of the result of Margin added to the sum of the individual products of <math>Leverage_i</math> and the Underlying Value of each <math>Underlying_i</math> on the relevant Interest Observation Date.</p>				

**Section C – Securities**

Cap: [•]	Margin: [•]	Interest Observation Date(s): [•]				
i Underlying:						
[1]	[•]	Leverage: [•]				
<p><i>[Standard Option Basket Interest:</i> [The Certificates are [also] Standard Option Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to Global Leverage added to the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub>.</p>						
Cap: [•]	Floor: [•]	Margin: [•]	Global Leverage [•]			
i Underlying:						
[1]	[•]	Leverage: [•]				
<p><i>[Standard Lookback Minimum Performance Interest:</i> [The Certificates are [also] Standard Lookback Minimum Performance Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.</p>						
Underlying:	Interest Observation Period(s):	Performance Observation Date(s):	Cap: [•]	Floor: [•]	Margin: [•]	Global Leverage: [•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]
<p><i>[Standard Lookback Maximum Performance Interest:</i> [The Certificates are [also] Standard Lookback Maximum Performance Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.</p>						
Underlying:	Interest Observation Period(s):	Performance Observation Date(s):	Cap: [•]	Floor: [•]	Margin: [•]	Leverage: [•]
[•]	[•]	[•]	[•]	[•]	[•]	[•]
<p><i>[Standard Maximum-Minimum Interest:</i> [The Certificates are [also] Standard Maximum-Minimum Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period subtracted from the highest Underlying Value observed on any Performance Observation Date</p>						

**Section C – Securities**

falling during the relevant Interest Observation Period.

Underlying:	Interest Observation Period(s):	Performance Observation Date(s):	Cap:	Floor:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Volbond Interest:* [The Certificates are [also] Standard Volbond Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the Leverage multiplied by the absolute value of the Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period subtracted from the Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period.

Underlying:	Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Year on Year Participation Interest:* [The Certificates are [also] Standard Year on Year Participation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period divided by Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period.

Underlying:	Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Lookback Maximum Performance Basket Interest:* [The Certificates are [also] Standard Lookback Maximum Performance Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Maximum Basket Value and Margin.

Maximum Basket Value means the highest sum of the individual products of  $Leverage_i$  and Underlying Value of each  $Underlying_i$  observed on any Performance Observation Date within the Interest Observation Period.

Interest Observation Period(s):	Performance Observation Date(s):	Cap:	Floor:	Margin:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

$i$  Underlying: Leverage:

[1]	[•]	[•]
-----	-----	-----

**Section C – Securities**

*[Standard Lookback Minimum Performance Basket Interest:* [The Certificates are [also] Standard Lookback Minimum Performance Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value and Margin.

Minimum Basket Value means the lowest sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date falling during the Interest Observation Period.

Interest Observation Period(s):	Performance Observation Date(s):	Cap:	Floor:	Margin:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

i Underlying<sub>i</sub>: Leverage<sub>i</sub>:

[1] [•] [•]

*[Standard Maximum-Minimum Basket Interest:* [The Certificates are [also] [Standard Maximum-Minimum Basket Interest Certificates].] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting Minimum Basket Value from Maximum Basket Value.

Minimum Basket Value means the lowest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date within an Interest Observation Period.

Maximum Basket Value means the highest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date within an Interest Observation Period.

Interest Observation Period(s):	Performance Observation Dates:	Cap:	Floor:	Global Leverage:
[•]	[•]	[•]	[•]	[•]

i Underlying<sub>i</sub>: Leverage<sub>i</sub>:

[1] [•] [•]

*[Standard Volbond Basket Interest:* [The Certificates are [also] Standard Volbond Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the absolute value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on the relevant date.

Section C – Securities					
		Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor: Global Leverage:
		[•]	[•]	[•]	[•] [•]
		i Underlying <sub>i</sub> :			Leverage <sub>i</sub> :
		[1] [•]			[•]
<p><i>[Standard Year on Year Participation Basket Interest:</i> [The Certificates are [also] Standard Year on Year Participation Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on the relevant date is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on such relevant date.</p>					
		Initial Underlying Observation Dates:	Final Underlying Observation Dates:	Cap:	Floor: Margin:
		[•]	[•]	[•]	[•] [•]
		i Underlying <sub>i</sub> :			Leverage <sub>i</sub> :
		[1] [•]			[•]
<p><i>[Standard Fixed Digital Interest:</i> [The Certificates are [also] Standard Fixed Digital Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as either (a) if Underlying Value is [within the Range on the relevant Interest Observation Date][strictly [higher][lower] than Barrier Level<sub>1</sub> [or strictly [higher][lower] than Barrier Level<sub>2</sub>] on the relevant Interest Observation Date], being Fixed Rate<sub>1</sub> or (b) otherwise, being Fixed Rate<sub>2</sub>.</p>					
<p>The Underlying Value is within the Range if it is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than or equal to][lower than][greater than] the Upper Limit.</p>					
		Underlying:	Interest Observation Date(s):	Fixed Rate <sub>1</sub> :	Fixed Rate <sub>2</sub> : Upper Limit: Lower Limit:
		[•]	[•]	[•]	[•] [•] [•] [•]
		n:	Barrier Level:	Condition:	
		1	[•]	The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>1</sub>	
		[2]	[•]	[The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>2</sub>	
<p><i>[Standard Fixed-to-Floating Interest:</i> [The Certificates are [also] Standard Fixed-to-Floating Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as either (a) if Underlying Value is within the Range on the relevant Interest</p>					

**Section C – Securities**

Observation Date, being Fixed Rate or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin.

The Underlying Value is within the Range if it is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than or equal to][lower than][greater than] the Upper Limit.

Underlying:	Interest Observation Date(s):	Fixed Rate:	Cap:	Floor:	Lower Limit:	Upper Limit:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Range Accrual Interest: [The Certificates are [also] Standard Range Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value of the Underlying on the relevant Interest Observation Date added to Margin<sub>1</sub>.

The Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.

Under-lying	Interest Observation Date(s):	Interest Observation Period(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Margin <sub>2</sub> :	Lower Limit:	Upper Limit:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Resettable Range Accrual Interest: [The Certificates are [also] Standard Resettable Range Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Global Underlying Value of the Underlying on the relevant Interest Observation Date added to Margin<sub>2</sub>.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Margin<sub>1</sub> subtracted from Underlying Value of the Underlying on the Range Accrual Fixing Date [and][or] [lower than][lower than or equal to][greater than] the Margin<sub>1</sub> added to Underlying Value of the Underlying on the Range Accrual Fixing Date, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.

Range Accrual Fixing Date means the date [•] Business Days preceding the first day of the Interest Accrual Period.

Underlying:	Interest Observation Period(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Margin <sub>2</sub> :
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard 3D Range Accrual Interest: [The Certificates are [also] Standard 3D Range

**Section C – Securities**

Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by the Underlying Value of the Global Underlying on the relevant Interest Observation Date added to Margin.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value of the [relevant Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the relevant Lower Range Accrual Level<sub>i</sub> [and][or][lower than][lower than or equal to][greater than] the relevant Upper Range Accrual Level<sub>i</sub>, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period].

Interest Observation Period(s):	Interest Observation Date(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin:	Global Underlying:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
i	Underlying <sub>i</sub> :		Lower Range Accrual Level <sub>i</sub> :		Upper Range Accrual Level <sub>i</sub> :		
1	[•]		[•]		[•]		
2	[•]		[•]		[•]		
3	[•]		[•]		[•]		

[Standard Total Range Accrual Interest: [The Certificates are [also] Standard Total Range Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of Leverage multiplied by Underlying Value of the Underlying on the relevant Interest Observation Date and Margin.

Accrual Factor is calculated as (i) 1 if on [each][the Minimum Number of] Range Accrual Day[s] during the relevant Interest Observation Period the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit, or (ii) otherwise, as 0.

Underlying:	Interest Observation Period(s):	Interest Observation Date(s):	Range Accrual Days:	Minimum Number:	Cap:	Floor:	Leverage:	Margin:	Lower Limit:	Upper Limit:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Fixed Digital Basket Interest: [The Certificates are [also] [Standard Fixed Digital Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> (b) otherwise, being Fixed Rate<sub>2</sub>.

[The Underlying Value of [each Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of each Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit, [and][or] [lower than][lower than or equal to][greater than] the



**Section C – Securities**

		Upper Limit <sub>i</sub> ]					
	Interest Observation Date(s):	Fixed Rate <sub>1</sub> :	Fixed Rate <sub>2</sub> :				
	[•]	[•]	[•]				
i	Underlying <sub>i</sub> :	Lower Limit <sub>i</sub> :	Upper Limit <sub>i</sub> :				
[1]	[•]	[•]	[•]				
<p>[Standard Power Interest: [The Certificates are [also] Standard Power Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of 1 plus Leverage multiplied by Underlying Value exponentiated to the power of x.</p>							
	Cap:	Floor:	Leverage:	Margin:	Underlying:	x:	
	[•]	[•]	[•]	[•]	[•]	[•]	
<p>[Standard Dual Range Accrual Interest: [The Certificates are [also] Standard Dual Range Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by Basket Value on the Interest Observation Date added to Margin.</p>							
<p>Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value of each Underlying<sub>i</sub> is within its corresponding Underlying Value<sub>i</sub> Range, divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period.</p>							
<p>[Range<sub>1</sub> means that on the relevant Interest Observation Date the relevant Underlying Value is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>2</sub> means that on the relevant Interest Observation Date the relevant Underlying Value is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>3</sub> means that on the relevant Interest Observation Date the relevant Underlying Value is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>4</sub> means that on the relevant Interest Observation Date the relevant Underlying Value is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>5</sub> means that on the relevant Interest Observation Date the relevant Underlying Value is less than the Lower Dual Range Accrual Level<sub>i</sub> or greater than the Upper Dual Range Accrual Level<sub>i</sub>.]</p>							
<p>Basket Value is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on an Interest Observation Date.</p>							
	Interest Observation Period(s):	Interest Observation Date(s):	Range Accrual Days:	Floor:	Cap:	Leverage:	Margin:
	[•]	[•]	[•]	[•]	[•]	[•]	[•]

**Section C – Securities**

i		Underlying <sub>i</sub> :	Underlying Value <sub>1</sub> Range:	Lower Dual Range Accrual Level <sub>1</sub> :	Upper Dual Range Accrual Level <sub>1</sub> :				
[1]	[•]		[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]	[•]	[•]				
<p><i>[Standard Trend Participation Interest:</i> [The Certificates are [also] Standard Trend Participation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) the Cap and (b) the greater of (i) the Floor and (ii) the Leverage multiplied by the sum of Margin and the result of the Underlying Value of the Underlying on the Underlying Observation Date<sub>1</sub> divided by the Underlying Value of the Underlying on the Underlying Observation Date<sub>2</sub>.</p>									
	Underlying:	Cap:	Floor:	Leverage:	Margin:	Underlying Observation Date <sub>1</sub> :	Underlying Observation Date <sub>2</sub> :		
	[•]	[•]	[•]	[•]	[•]	[•]	[•]		
<p><i>[Standard Lookback Trend Participation Interest:</i> [The Certificates are [also] Standard Lookback Trend Participation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the [lowest][highest] Underlying Value of the Underlying observed on any Performance Observation Date falling during Performance Observation Period<sub>1</sub> divided by (B) the [lowest][highest] Underlying Value of the Underlying observed on any Performance Observation Date falling during Performance Observation Period<sub>2</sub>.</p>									
	Underlying:	Performance Observation Period(s) <sub>1</sub> :	Performance Observation Period(s) <sub>2</sub> :	Performance Observation Date(s):	Cap:	Floor:	Leverage:	Margin:	
	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	
<p><i>[Standard Average Trend Participation Interest:</i> [The Certificates are [also] Standard Average Trend Participation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of the Margin and the result of Average Underlying<sub>Observation Period1</sub> divided by Average Underlying<sub>Observation Period2</sub>.</p> <p>Average Underlying<sub>Observation Period1</sub> and Average Underlying<sub>Observation Period2</sub> means [the arithmetic average of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively][the sum of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively].</p>									
	Underlying:	Interest Observation Period <sub>1</sub> :	Interest Observation Period <sub>2</sub> :	Interest Average Date(s):	Weight:	Cap:	Floor:	Leverage:	Margin:
	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

**Section C – Securities**

*[Standard Trend Participation Basket Interest:* [The Certificates are [also] Standard Trend Participation Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of  $\text{Basket}_{\text{Observation1}}$  divided by  $\text{Basket}_{\text{Observation2}}$ .  $\text{Basket}_{\text{Observation1}}$  means the Basket Value observed on Underlying Observation Date<sub>1</sub> and  $\text{Basket}_{\text{Observation2}}$  means the Basket Value observed on Underlying Observation Date<sub>2</sub>. Basket Value on the relevant day is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on the relevant day.

Underlying Observation Date(s) <sub>1</sub> :	Underlying Observation Date(s) <sub>2</sub> :	Fixed Rate:	Cap:	Floor:	Global Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]
i:	Underlying:			Leverage:		
[1]	[•]			[•]		

*[Standard Average Trend Participation Basket Interest:* [The Certificates are [also] Standard Average Trend Participation Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of  $\text{Average Basket}_{\text{Observation Period1}}$  divided by  $\text{Average Basket}_{\text{Observation Period2}}$ .  $\text{Average Basket}_{\text{Observation Period1}}$  and  $\text{Average Basket}_{\text{Observation Period2}}$  means [the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively] [the sum of the Basket Value observed on each Interest Average Date falling during the Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Basket Value observed on each Interest Average Date falling during the Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>]. Basket Value is the sum of the individual results of Leverage<sub>i</sub> multiplied by the Underlying Value of each Underlying<sub>i</sub> observed on the relevant day.

Interest Observation Period <sub>1</sub> :	Interest Observation Period <sub>2</sub> :	Interest Average Date:	Weight:	Cap:	Floor:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]
i:	Underlying:			Leverage:		
[•]	[•]			[•]		

*[Standard Multi Fixed Digital Interest:* [The Certificates are [also] Standard Multi Fixed Digital Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as (a) if the Underlying Value is within Range<sub>A</sub> on [any][each] relevant Interest Observation Date falling during the relevant Interest Observation Period, being Fixed Rate<sub>1</sub>; (b) otherwise, if the Underlying Value is within Range<sub>B</sub> on [any][each] relevant Interest Observation Date falling during the relevant Interest Observation Period, being Fixed Rate<sub>2</sub>; (c) otherwise, if the Underlying Value is within Range<sub>C</sub> on

**Section C – Securities**

[any][each] relevant Interest Observation Date falling during the relevant Interest Observation Period, being Fixed Rate<sub>3</sub>; (d) otherwise, if the Underlying Value is within Range<sub>D</sub> on [any][each] relevant Interest Observation Date falling during the relevant Interest Observation Period, being Fixed Rate<sub>4</sub>; (e) otherwise, if the Underlying Value is within Range<sub>E</sub> on [any][each] relevant Interest Observation Date falling during the relevant Interest Observation Period, as the case may be, being Fixed Rate<sub>5</sub>; or (f) otherwise being Fixed Rate<sub>6</sub>.

Underlying	Interest Observation Date(s):	Interest Observation Period(s):	Fixed Rate <sub>1</sub> :	Fixed Rate <sub>2</sub> :	Fixed Rate <sub>3</sub> :	Fixed Rate <sub>4</sub> :	Fixed Rate <sub>5</sub> :	Fixed Rate <sub>6</sub> :
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Range<sub>A</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

Range<sub>B</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

Range<sub>C</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

Range<sub>D</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

Range<sub>E</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

[*Standard Digital to Participation Interest*: [The Certificates are [also] Standard Digital to Participation Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as either (a) if the Underlying Value is within the Range on each Interest Observation Date falling within the Interest Observation Period, being the Fixed Rate or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date<sub>1</sub> divided by the Underlying Value on the Underlying Observation Date<sub>2</sub>.

The Underlying Value of an Underlying is within the Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(*Lower Limit*)] [and][or] [lower than][lower than or equal to][greater than] the [(*Upper Limit*)].

Underlying:	Interest Observation Period:	Interest Observation Date(s):	Underlying Observation Date(s):	Underlying Observation Date(s):	Fixed Rate:	Cap:	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[*Standard Knock-out Range Accrual Interest*: [The Certificates are [also] Standard Knock-out Range Accrual Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is

**Section C – Securities**

calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by the Underlying Value of the Underlying on the Interest Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on [any][each] Accrual Factor Event Day falling in the Accrual Factor Observation Period.

Knock-out Event Observation Period means the period from and including the date on which the relevant Accrual Factor Observation Period starts on, to and including the first Accrual Factor Event Day on which an Accrual Factor Knock-out Event occurs during the relevant Accrual Factor Observation Period.

The Underlying Value of an Underlying is within the Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

The Underlying Value of an Underlying is within the Accrual Factor Knock-out Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range Accrual Days:	Interest Observation Date(s):	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Margin <sub>2</sub> :	Under- lying:	Accrual Factor Observation Period(s):	Accrual Factor Event Days:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Product Basket Interest: [The Certificates are [also] Standard Product Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value<sub>i</sub> exponentiated to the corresponding Weight<sub>i</sub>.

Initial Underlying Observation Period <sub>i</sub> :	Final Underlying Observation Period <sub>i</sub> :	Ratio:	Cap:	Floor:
[•]	[•]	[•]	[•]	[•]
i	Underlying:		Weight:	
[•]	[•]		[•]	

[Standard Multi Fixed Basket Interest: [The Certificates are [also] Standard Multi Fixed Basket Interest Certificates.] The Interest Payoff [applicable to the

**Section C – Securities**

Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> or (b) if the Underlying Value of any Underlying<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> or (c) otherwise, being Fixed Rate<sub>2</sub>.

[The Underlying Value of [each Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of the relevant Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]

[The Underlying Value of [each Underlying<sub>j</sub>] is within the Underlying Value<sub>j</sub> Range if the Underlying Value of the relevant Underlying<sub>j</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>j</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>j</sub>.]

Interest Date(s):	Observation	Fixed Rate <sub>1</sub> :	Fixed Rate <sub>2</sub> :	
[•]		[•]	[•]	
i		Underlying:	Upper Limit:	Lower Limit:
[•]		[•]	[•]	[•]
j		Underlying:	Upper Limit:	Lower Limit:
[•]		[•]	[•]	[•]

[Standard Fixed Range Accrual Basket Interest: [The Certificates are [also] Standard Fixed Range Accrual Basket Interest Certificates.] The Linked Interest Rate [applicable to the Certificates][calculated using [Standard Interest Payoff][Linked Interest][1][2]] is calculated as the Fixed Rate multiplied by Accrual Factor.

The Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range divided by (ii) the total number of Range Accrual Days in the relevant Interest Observation Period. [The Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]

i	Underlying <sub>i</sub> :	Lower Limit:	Upper Limit:	Interest Observation Period:	Range Accrual Days:	Fixed Rate:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Linked Redemption Certificates: The Certificates are Linked Redemption Certificates, the amount payable on early redemption following an Early Redemption Trigger (see element C.9 for more detail) will be on the basis of the Redemption Payoff which is calculated in accordance with [(Name of type of Redemption)] below and expressed as a percentage. The amount payable on redemption on [the Redemption Date][each Instalment Date] will be on the basis of the Redemption Payoff which is calculated in accordance with [(Name of type of Redemption)] and expressed as a percentage. Where the Underlying Value reflects the price, level or rate of the relevant Underlying (without

## Section C – Securities

regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time and the Redemption Determination Date(s) [is][are] [●].

Underlyings: [●]

*[Combination Addition Redemption:* [The Certificates are Combination Addition Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the result of adding together the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> and the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.

Standard Redemption Payoff<sub>1</sub>: [●]

Standard Redemption Payoff<sub>2</sub>: [●]

Floor: [●]

*[Combination Capitalisation Redemption:* [The Certificates are Combination Capitalisation Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the Alternative Redemption multiplied by the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> added to 1.

The Alternative Redemption means [the First Redemption Percentage][[with respect to a Redemption Determination Date, the Redemption Payoff determined with respect to the immediately preceding Redemption Determination Date][*(with respect to Instalment Certificates, if specific Redemption Determination Date is applicable, set out which previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date.)*]. For the purposes of the first Redemption Determination Date, the Alternative Redemption shall be [●]%.]

Floor:

Leverage:

Standard Redemption Payoff<sub>1</sub>:

[●]

[●]

[●]

*[Combination Complex Digital Redemption:* [The Certificates are Combination Complex Digital Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as either (a) if the Underlying Value is within the Range on each relevant Redemption Observation Date, the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or (b) otherwise, the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.

The Underlying Value of an Underlying is within the Range if the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than][lower than or equal to][greater than] the Upper Limit.

Standard Redemption Payoff<sub>1</sub>: [●]

Standard Redemption Payoff<sub>2</sub>: [●]

Underlying:

Redemption

Redemption

Lower Limit:

Upper Limit:

Observation Period(s):

Observation Date(s):

[●]

[●]

[●]

[●]

[●]

*[Combination Division Redemption:* [The Certificates are Combination Division

## Section C – Securities

Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> divided by the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.

Standard Redemption Payoff<sub>1</sub>: [●]

Standard Redemption Payoff<sub>2</sub>: [●]

Floor: [●]

*[Combination Multiplication Redemption:* [The Certificates are Combination Multiplication Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.

Standard Redemption Payoff<sub>1</sub>: [●]

Standard Redemption Payoff<sub>2</sub>: [●]

Floor: [●]

*[Combination Ratchet Redemption:* [The Certificates are Combination Ratchet Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Alternative Redemption added to the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub>.

The Alternative Redemption means [the First Redemption Percentage][[(with respect to Instalment Certificates, if specific Redemption Determination Date is applicable, set out which previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date)][with respect to a Redemption Determination Date, the Redemption Payoff determined with respect to the immediately preceding Redemption Determination Date]. For the purposes of the first Redemption Determination Date, the Alternative Redemption shall be [●]%.]

Cap:                      Floor:                      Leverage:                      Standard Redemption Payoff<sub>1</sub>:

[●]

[●]

[●]

[●]

*[Combination Range Redemption:* [The Certificates are Combination Range Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> multiplied by the Accrual Factor.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.

Standard Redemption Payoff<sub>1</sub>: [●]



Section C – Securities					
		Underlying:	Redemption Observation Period(s):	Range Accrual Days:	Lower Limit:      Upper Limit:
		[●]	[●]	[●]	[●]      [●]
<p><i>[Combination Resettable Range Redemption: [The Certificates are Combination Resettable Range Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated as the Redemption Payoff calculated on the Redemption Determination Date using Standard Redemption Payoff<sub>1</sub> multiplied by the Accrual Factor.</i></p> <p>Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Margin subtracted from the Underlying Value on the Initial Underlying Observation Date [and][or][lower than][lower than or equal to][greater than] the Margin added to the Underlying Value on Initial Underlying Observation Date, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.</p>					
		Standard Redemption Payoff:	Underlying:	Redemp tion Obser vation Period(s) ):	Range Accrual Days:      Initial Underlying Observation Date(s):      Margin:
		[●]	[●]	[●]	[●]      [●]      [●]      [●]
<p><i>[Combination Snowrange Redemption: [The Certificates are Combination Snowrange Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated as the Redemption Payoff calculated on the Redemption Determination Date using Standard Redemption Payoff on the Alternative Redemption Date multiplied by the Accrual Factor.</i></p> <p>Accrual Factor is calculated as (i) the number of Range Accrual Days during the Redemption Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.</p> <p>The Alternative Redemption means [The Redemption Payoff determined on the Alternative Redemption Determination Date][with respect to a Redemption Determination Date, the Redemption Payoff determined with respect to the immediately preceding Redemption Determination Date][<i>(with respect to Instalment Certificates, if Specific Redemption Determination Date is applicable, set out which previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date.)</i>]</p> <p>For the purposes of the first Redemption Determination Date, the Alternative Redemption shall be [●]%. Standard Redemption Payoff: [●]</p>					

## Section C – Securities

Underlying:	Redemption Observation Period(s):	Range Accrual Days:	Alternative Redemption Date:	Lower Limit:	Upper Limit:
[●]	[●]	[●]	[●]	[●]	[●]
<p>[<i>Combination Subtract Redemption</i>: [The Certificates are Combination Subtract Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub> subtracted from the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub>.</p> <p>Standard Redemption Payoff<sub>1</sub>: [●]  Standard Redemption Payoff<sub>2</sub>: [●]  Floor: [●]</p> <p>[<i>Combination Maximum Redemption</i>: [The Certificates are Combination Maximum Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated as the greater of (i) Floor, (ii) the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> and (iii) the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.</p> <p>Standard Redemption Payoff<sub>1</sub>: [●]  Standard Redemption Payoff<sub>2</sub>: [●]  Floor: [●]</p> <p>[<i>Combination Minimum Redemption</i>: The Certificates are Combination Minimum Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the lesser of the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>.</p> <p>Standard Redemption Payoff<sub>1</sub>: [●]  Standard Redemption Payoff<sub>2</sub>: [●]  Floor: [●]</p> <p>[<i>Combination Complex Digital Basket Redemption</i>: [The Certificates are Combination Complex Digital Basket Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each relevant Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> then added to Margin or (B) otherwise, being Fixed Percentage.</p> <p>The Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range if the Underlying Value of each Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or] [lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.</p>					

Section C – Securities									
		Redemption Observation Date(s):	Redemption Observation Period(s):	Cap:	Floor:	Leverage:	Margin:	Fixed Percentage:	
		[●]	[●]	[●]	[●]	[●]	[●]	[●]	
		Underlying:			Lower Limit:		Upper Limit:		
		[●]		[●]		[●]			
		Standard Redemption Payoff:							
		[●]							
		<p>[Combination Complex Digital Basket Contingency Redemption: [The Certificates are Combination Complex Digital Basket Contingency Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Linked Redemption][1][2] is calculated on the Redemption Determination Date as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff<sub>i</sub>, then added to Margin or (B) otherwise, being the greater of (a) 0 and (b) Fixed Percentage minus Unwind Costs.</p> <p>[The Underlying Value of [each Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of [each Underlying<sub>i</sub>] is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub>; [and][or] [lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]</p> <p>Unwind Costs means, (i) in the case of a Redemption Determination Date corresponding to an Early Redemption Date, 0 or (ii) in the case of a Redemption Determination Date corresponding to [the Redemption Date][an Instalment Date], an amount, equal to such Certificate's <i>pro rata</i> portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the calculation agent in its sole discretion, divided by (a) in the case of Certificates represented by a global certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.</p> <p>Calculation Amount: [●]</p> <p>Calculation Amount Factor means a number equal to the specified denomination divided by the Calculation Amount.</p>							
		Redemption Observation Date(s):	Redemption Observation Period(s):	Cap:	Floor:	Leverage:	Margin:	Fixed Percentage:	Standard Redemption Payoff <sub>i</sub> :
		[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
		i Underlying:			Lower Limit:		Upper Limit:		
		[●]	[●]		[●]		[●]		

**Section C – Securities**

*[Combination Payoff-Linked Digital Redemption:* [The Certificates are Combination Payoff-Linked Digital Certificates.] The Redemption Payoff applicable to the Certificates [calculated using Linked Redemption][1][2] is calculated as either (a) if the Standard Redemption Payoff<sub>2</sub> is within the Range, the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or (b) otherwise, being the Fixed Percentage.

The Standard Redemption Payoff<sub>2</sub> is within the Range if the Standard Redemption Payoff<sub>2</sub> on the Redemption Observation Date is [greater than or equal to][greater than][less than] the Lower Limit [and][or][lower than][lower than or equal to][greater than] the Upper Limit.

Standard Redemption Payoff<sub>1</sub>: [●]

Standard Redemption Payoff<sub>2</sub>: [●]

Fixed Percentage:	Lower Limit:	Upper Limit:	Redemption Observation Date:
[●]	[●]	[●]	[●]

*[Standard Fixed Redemption:* The Certificates are [also] Standard Fixed Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as equal to the Fixed Percentage.

Fixed Percentage: [●]

*[Standard Asian Option Redemption:* The Certificates are [also] Standard Asian Option Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Percentage added to the result of Leverage multiplied by Average Underlying Value.

The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Redemption Observation Date in the Redemption Observation Period.

Underlying:	Redemption Determination Date(s):	Redemption Observation Date(s):	Redemption Observation Period(s):	Cap:	Floor:	Leverage:	Fixed Percentage:
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

*[Standard Collar Redemption:* The Certificates are [also] Standard Collar Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value on the relevant Redemption Observation Date.

Underlying :	Redemption Determination Date(s):	Cap:	Floor:	Leverage:	Margin:	Redemption Observation Date(s):
[●]	[●]	[●]	[●]	[●]	[●]	[●]

*[Standard Floater Redemption:* The Certificates are [also] Standard Floater Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination

**Section C – Securities**

Date as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value.

Underlying:	Redemption Determination Date(s):	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]

*[Standard Floored Floater Redemption: The Certificates are [also] Standard Floored Floater Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value on the relevant Redemption Observation Date added to Margin.*

Underlying:	Redemption Determination Date(s):	Leverage:	Floor:	Margin:	Redemption Observation Date(s):
[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Inverse Floater Redemption: The Certificates are [also] Standard Inverse Floater Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Percentage.*

Underlying:	Redemption Determination Date(s):	Cap:	Floor:	Leverage:	Fixed Percentage:
[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Strangle Redemption: The Certificates are [also] Standard Strangle Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the absolute value of the result of Margin added to the result of Leverage multiplied by Underlying Value on the relevant Redemption Observation Date.*

Underlying:	Redemption Determination Date(s):	Leverage:	Margin:	Redemption Observation Date(s):
[•]	[•]	[•]	[•]	[•]

*[Standard Alternative Basket Redemption: The Certificates are [also] Standard Alternative Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Margin<sub>3</sub> added to the sum of the individual products of Leverage<sub>k</sub> and the Underlying Value of each Underlying<sub>k</sub> and (b) the greater of (i) Margin<sub>2</sub> added to the sum of the individual products of Leverage<sub>j</sub> and the Underlying Value of each Underlying<sub>j</sub>, (ii) Margin<sub>1</sub> added to the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub>.*

Section C – Securities							
		Redemption Determination Date(s):	Margin <sub>1</sub> :	Margin <sub>2</sub> :	Margin <sub>3</sub> :		
		[•]	[•]	[•]	[•]		
i	Underlying <sub>i</sub> :			Leverage <sub>i</sub> :			
[1]	[•]			[•]			
j	Underlying <sub>j</sub> :			Leverage <sub>j</sub> :			
[1]	[•]			[•]			
k	Underlying <sub>k</sub> :			Leverage <sub>k</sub> :			
[1]	[•]			[•]			
<p><i>[Standard Strangle Basket Redemption: The Certificates are [also] Standard Strangle Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the absolute value of the result of Margin added to the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> on the relevant Redemption Observation Date.</i></p>							
		Redemption Determination Date(s):	Cap:	Margin:	Redemption Observation Date(s):		
		[•]	[•]	[•]	[•]		
i	Underlying <sub>i</sub> :			Leverage <sub>i</sub> :			
[1]	[•]			[•]			
<p><i>[Standard Option Basket Redemption: The Certificates are [also] Standard Option Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to Global Leverage added to the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub>.</i></p>							
		Redemption Determination Date(s):	Cap:	Floor:	Margin:	Global Leverage:	
		[•]	[•]	[•]	[•]	[•]	
i	Underlying <sub>i</sub> :				Leverage <sub>i</sub> :		
[1]	[•]				[•]		
<p><i>[Standard Lookback Minimum Performance Redemption: The Certificates are [also] Standard Lookback Minimum Performance Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.</i></p>							
Underlying:	Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Date(s):	Cap:	Floor:	Margin:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

**Section C – Securities**

*[Standard Lookback Maximum Performance Redemption:* The Certificates are [also] Standard Lookback Maximum Performance Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Underlying:	Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Date(s):	Cap:	Floor:	Margin:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Maximum-Minimum Redemption:* The Certificates are [also] [Standard Maximum-Minimum Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period subtracted from the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Underlying:	Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Date(s):	Cap:	Floor:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Volbond Redemption:* The Certificates are [also] Standard Volbond Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the absolute value of Underlying Value on the Initial Underlying Observation Date subtracted from Underlying Value on the Final Underlying Observation Date.

Underlying:	Redemption Determination Date(s):	Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor:	Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Year on Year Participation Redemption:* The Certificates are [also] Standard Year on Year Participation Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date divided by Underlying Value on the Initial Underlying Observation Date.

Underlying:	Redemption Determination Date(s):	Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

**Section C – Securities**

*[Standard Lookback Maximum Performance Basket Redemption:* The Certificates are [also] Standard Lookback Maximum Performance Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Maximum Basket Value added to Margin.

Maximum Basket Value means the highest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within the relevant Redemption Observation Period.

Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Dates:	Cap:	Floor:	Margin:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

i Underlying<sub>i</sub> Leverage<sub>i</sub>  
 [1] [•] [•]

*[Standard Lookback Minimum Performance Basket Redemption:* The Certificates are [also] Standard Lookback Minimum Performance Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value and Margin.

Minimum Basket Value means the lowest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Dates:	Cap:	Floor:	Margin:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

i Underlying<sub>i</sub> Leverage<sub>i</sub>  
 [1] [•] [•]

*[Standard Maximum-Minimum Basket Redemption:* The Certificates are [also][Standard Maximum-Minimum Basket Redemption Certificates]. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting the Minimum Basket Value from the Maximum Basket Value.

The Minimum Basket Value is the lowest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within a relevant Redemption Observation Period.

The Maximum Basket Value is the highest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within a relevant Redemption Observation Period.

Redemption Determination Date(s):	Redemption Observation Period(s):	Redemption Observation Dates:	Cap:	Floor:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]



**Section C – Securities**

i Underlying: Leverage:

[1] [•] [•]

[Standard Volbond Basket Redemption: The Certificates are [also] Standard Volbond Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the absolute value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on the relevant date.

Redemption Determination Date(s):	Initial Underlying Observation Date(s):	Final Underlying Observation Date(s):	Cap:	Floor:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

i Underlying: Leverage:

[1] [•] [•]

[Standard Year on Year Participation Basket Redemption: The Certificates are [also] Standard Year on Year Participation Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on the relevant date is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on such date.

Redemption Determination Date(s):	Initial Underlying Observation Dates:	Final Underlying Observation Dates:	Cap:	Floor:	Global Leverage:
[•]	[•]	[•]	[•]	[•]	[•]

i Underlying: Leverage:

[1] [•] [•]

[Standard Fixed Digital Redemption: The Certificates are [also] Standard Fixed Digital Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as either (a) if Underlying Value is [within the Range on relevant Redemption Observation Date][strictly [higher][lower] than Barrier Level<sub>1</sub> [or strictly [higher][lower] than Barrier Level<sub>2</sub>] on the relevant Redemption Observation Date], being Fixed Percentage<sub>1</sub> or (b) otherwise, being Fixed Percentage<sub>2</sub>.

**Section C – Securities**

The Underlying Value is within the Range if it is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than or equal to][lower than][greater than] the Upper Limit.

Underlying:	Redemption Determination Date(s):	Redemption Observation Date(s):	Fixed Percentage <sub>1</sub> :	Fixed Percentage <sub>2</sub> :	Upper Limit:	Lower Limit:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

n: Barrier Level: Condition:

- 1 [•] The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level<sub>1</sub>
- [2] [•] [The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level<sub>2</sub>]

[Standard Fixed-to-Floating Redemption: The Certificates are [also] Standard Fixed-to-Floating Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as either (a) if Underlying Value is within the Range on the Redemption Observation Date, being Fixed Percentage or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin.

The Underlying Value is within the Range if it is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than or equal to][lower than][greater than] the Upper Limit.

Underlying:	Redemption Determination Date(s):	Redemption Observation Date(s):	Fixed Percentage:	Cap:	Floor:	Lower Limit:	Upper Limit:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Range Accrual Redemption: The Certificates are [also] Standard Range Accrual Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value on the Redemption Observation Date added to Margin<sub>1</sub>.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than][lower than or equal to][greater than] the Upper Limit, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.

Underlying:	Redemption Observation Date(s):	Redemption Observation Period(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Margin <sub>2</sub> :	Lower Limit:	Upper Limit:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Resettable Range Accrual Redemption: The Certificates are [also] Standard Resettable Range Accrual Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as the Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) the result of Leverage multiplied by the Underlying Value of the Underlying on the relevant Redemption Observation Date and (B) the Margin<sub>2</sub>.

**Section C – Securities**

Accrual Factor is calculated as (i) the number of Range Accrual Days during the Redemption Observation Period on which the Underlying Value is [greater than or equal to][greater than][less than] the Margin<sub>1</sub> subtracted from Underlying Value of the Underlying on the Range Accrual Fixing Date [and][or] [lower than][lower than or equal to][greater than] the Margin<sub>1</sub> added to Underlying Value of the Underlying on the Range Accrual Fixing Date, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.

Range Accrual Fixing Date means the date [•] Business Days preceding the first day of the Redemption Observation Period.

Underlying:	Redemption Observation Date(s):	Redempti on Observati on Period(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Margin <sub>2</sub> :
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard 3D Range Accrual Redemption: The Certificates are [also] Standard 3D Range Accrual Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by the Underlying Value of the Global Underlying on the Redemption Observation Date added to the Margin.

[Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value of the [relevant Underlying<sub>i</sub>] is [greater than or equal to][greater than][less than] the relevant Lower Range Accrual Level<sub>i</sub> [and][or] [lower than][lower than or equal to][greater than] the relevant Upper Range Accrual Level<sub>i</sub>, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.]

Redemption Observation Period(s):	Redemption Observation Date(s):	Range Accrual Days:	Cap:	Floor:	Leverage:	Margin <sub>1</sub> :	Global Underlying:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
i	Underlying <sub>i</sub> :		Lower Range Accrual Level <sub>i</sub> :			Upper Range Accrual Level <sub>i</sub> :	
1	[•]		[•]			[•]	
2	[•]		[•]			[•]	
3	[•]		[•]			[•]	

[Standard Total Range Accrual Redemption: The Certificates are [also] Standard Total Range Accrual Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) Leverage multiplied by Underlying Value on the Redemption Observation Date and (B) Margin.

Accrual Factor is calculated as (i) 1 if on [each][the Minimum Number of] Range

**Section C – Securities**

Accrual Day[s] during the Redemption Observation Period the Underlying Value is [greater than or equal to][greater than][less than] the Lower Limit [and][or] [lower than][lower than or equal to][greater than] the Upper Limit or (ii) otherwise, as 0.

Underlyin g:	Redemptio n Observatio n Period(s):	Redemptio n Observatio n Date(s):	Range Accrual Days:	Minimum Number:	Cap:	Floor:	Leverage:	Margin:	Lower Limit:	Upper Limit:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Fixed Digital Basket Redemption: The Certificates are [also] [Standard Fixed Digital Basket Redemption Certificates]. The Redemption Payoff [applicable to the Certificates] [calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> (b) otherwise, being Fixed Percentage<sub>2</sub>.

[The Underlying Value of [each Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of each Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or] [lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]

Redemption Observation Date(s):	Fixed Percentage <sub>1</sub> :	Fixed Percentage <sub>2</sub> :
[•]	[•]	[•]
i Underlying <sub>i</sub> :	Lower Limit <sub>i</sub> :	Upper Limit <sub>i</sub> :
[1] [•]	[•]	[•]

[Standard Power Redemption: The Certificates are [also] Standard Power Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result, exponentiated to the power of x, of 1 plus Leverage multiplied by the Underlying Value.

Cap:	Floor:	Leverage:	Margin:	Underlying:	x:
[•]	[•]	[•]	[•]	[•]	[•]

[Standard Dual Range Accrual Redemption: The Certificates are [also] Standard Dual Range Accrual Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated on the Redemption Determination Date as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by Basket Value on the Redemption Observation Date added to the Margin.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the Redemption Observation Period on which the Underlying Value of each Underlying<sub>i</sub> is within its corresponding Underlying<sub>i</sub> Range, divided by (ii) the total number of Range Accrual Days in the Redemption Observation Period.

[Range<sub>1</sub> means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>2</sub> means that on the relevant Range Accrual Day the relevant Underlying Value is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.][Range<sub>3</sub> means that on the

**Section C – Securities**

relevant Range Accrual Day the relevant Underlying Value is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.] [Range<sub>4</sub> means that on the relevant Range Accrual Day the relevant Underlying Value is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.] [Range<sub>5</sub> means that on the relevant Range Accrual Day the relevant Underlying Value is less than the Lower Dual Range Accrual Level<sub>i</sub> or greater than the Upper Dual Range Accrual Level<sub>i</sub>.]

Basket Value is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on a Redemption Observation Date.

Redemption Observation Period(s):	Redemption Observation Date(s):	Range Accrual Day(s):	Cap:	Floor:	Global Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]

i	Underlying:	Underlying Value Range:	Lower Dual Range Accrual Level:	Upper Dual Range Accrual Level:
[1]	[•]	[Range1] [Range2] [Range3] [Range4] [Range5]	[•]	[•]

*[Standard Trend Participation Redemption:* [The Certificates are [also] Standard Trend Participation Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of the Underlying Value of the Underlying on the Underlying Observation Date<sub>1</sub> divided by the Underlying Value of the Underlying on the Underlying Observation Date<sub>2</sub>.

Underlying:	Cap:	Floor:	Leverage:	Margin:	Underlying Observation Date <sub>1</sub> :	Underlying Observation Date <sub>2</sub> :
[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Lookback Trend Participation Redemption:* [The Certificates are [also] Standard Lookback Trend Participation Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the [lowest][highest] Underlying Value of the Underlying observed on any Redemption Observation Date falling during the Redemption Observation Period<sub>1</sub> divided by (B) the [lowest][highest] Underlying Value of the Underlying observed on any Redemption Observation Date falling during the Redemption Observation Period<sub>2</sub>.

Underlying: n	Redemption Observation Period(s) <sub>1</sub> :	Redemption Observation Period(s) <sub>2</sub> :	Redemption Observation Date(s):	Cap:	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

*[Standard Average Trend Participation Redemption:* [The Certificates are [also] Standard Average Trend Participation Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked

**Section C – Securities**

Redemption][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of the Margin and the result of Average Underlying<sub>Observation Period1</sub> divided by Average Underlying<sub>Observation Period2</sub>.

Average Underlying<sub>Observation Period1</sub> and Average Underlying<sub>Observation Period2</sub> means [the arithmetic average of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively][the sum of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively].

Underlyi ng:	Redempti on Observati on Period <sub>1</sub> :	Redempti on Observati on Period <sub>2</sub> :	Redempti on Observati on Date(s):	Weight:	Cap:	Floor:	Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Trend Participation Basket Redemption: [The Certificates are [also] Standard Trend Participation Basket Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Basket<sub>Observation1</sub> divided by Basket<sub>Observation2</sub>. Basket<sub>Observation1</sub> means the Basket Value observed on Redemption Observation Date<sub>1</sub> and Basket<sub>Observation2</sub> means the Basket Value observed on Redemption Observation Date<sub>2</sub>. Basket Value on the relevant day is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on the relevant day.

Redemption Observation Date(s) <sub>1</sub> :	Redemption Observation Date(s) <sub>2</sub> :	Cap:	Floor:	Global Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]
i:	Underlying <sub>i</sub> :	Leverage <sub>i</sub> :			
[1]	[•]	[•]			

[Standard Average Trend Participation Basket Redemption: [The Certificates are [also] Standard Average Trend Participation Basket Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Average Basket<sub>Observation Period1</sub> divided by Average Basket<sub>Observation Period2</sub>. Average Basket<sub>Observation Period1</sub> and Average Basket<sub>Observation Period2</sub> means [the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively] [the sum of the Basket Value observed on each Redemption Observation Date falling during the Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Basket Value observed on each Redemption Observation Date

**Section C – Securities**

falling during the Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>]. Basket Value is the sum of the individual results of Leverage<sub>i</sub> multiplied by the Underlying Value of each Underlying<sub>i</sub> observed on the relevant day.

Redemption Observation Period <sub>i</sub> :	Redemption Observation Period <sub>i</sub> :	Redemption Observation Date:	Weight:	Cap:	Floor:	Global Leverage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]
	Underlying:	Leverage:					
[•]	[•]	[•]					

*[Standard Multi Fixed Digital Redemption:* [The Certificates are [also] Standard Multi Fixed Digital Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated as (a) if the Underlying Value is within Range<sub>A</sub> on [any][each] relevant Redemption Observation Date falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>1</sub>; (b) otherwise, if the Underlying Value is within Range<sub>B</sub> on [any][each] relevant Redemption Observation Date falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>2</sub>; (c) otherwise, if the Underlying Value is within Range<sub>C</sub> on [any][each] relevant Redemption Observation Date falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>3</sub>; (d) otherwise, if the Underlying Value is within Range<sub>D</sub> on [any][each] relevant Redemption Observation Date falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>4</sub>; (e) otherwise, if the Underlying Value is within Range<sub>E</sub> on [any][each] relevant Redemption Observation Date falling during the relevant Redemption Observation Period, as the case may be, being Fixed Percentage<sub>5</sub>; or (f) otherwise being Fixed Percentage<sub>6</sub>.

Underlying	Redemption Observation Date(s):	Redemption Observation Period(s):	Fixed Percentage <sub>1</sub> :	Fixed Percentage <sub>2</sub> :	Fixed Percentage <sub>3</sub> :	Fixed Percentage <sub>4</sub> :	Fixed Percentage <sub>5</sub> :	Fixed Percentage <sub>6</sub> :
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

Range<sub>A</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range<sub>B</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range<sub>C</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range<sub>D</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range<sub>E</sub> means the Underlying Value of the Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

*[Standard Digital to Participation Redemption:* [The Certificates are [also] Standard Digital to Participation Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated as either (a) if the Underlying Value is within the

**Section C – Securities**

Range on each Redemption Observation Date falling within the Redemption Observation Period, being the Fixed Percentage or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date<sub>1</sub> divided by the Underlying Value on the Underlying Observation Date<sub>2</sub>.

The Underlying Value of the Underlying is within the Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Underlying g:	Redemption Observation Period:	Redemption Observation Date(s):	Underlying Observation Date(s):	Underlying Observation Date(s):	Fixed Percentage:	Cap:	Floor:	verage:	Margin:
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Knock-out Range Accrual Redemption: [The Certificates are [also] Standard Knock-out Range Accrual Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by the Underlying Value of the Underlying on the Redemption Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on [any][each] Accrual Factor Event Day falling in the Accrual Factor Observation Period].

Knock-out Event Observation Period means the period from and including the date on which the relevant Accrual Factor Observation Period starts on, to and including the first Accrual Factor Event Day on which an Accrual Factor Knock-out Event occurs during the relevant Accrual Factor Observation Period.

The Underlying Value of the Underlying is within the Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

The Underlying Value of the Underlying is within the Accrual Factor Knock-out Range if the Underlying Value of the relevant Underlying is [greater than or equal to][greater than][less than] the [(Lower Limit)] [and][or] [lower than][lower than or equal to][greater than] the [(Upper Limit)].

Range Accrual Day(s):	Redempt ion Observat ion Date(s):	Cap:	Floor:	Leverag e:	Margin <sub>1</sub> :	Margin <sub>2</sub> :	Underlyi ng:	Accrual Factor Observat ion Period(s) ):	Accrual Factor Event Day(s):
[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]	[•]

[Standard Product Basket Redemption: [The Certificates are [also] Standard Product



**Section C – Securities**

Basket Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of the Initial Product Basket subtracted from the Final Product Basket divided by the Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Underlying Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value<sub>i</sub> exponentiated to the corresponding Weight<sub>i</sub>.

Initial Observation Period <sub>1</sub> :	Underlying	Final Observation Period <sub>2</sub> :	Underlying	Ratio:	Cap:	Floor:
[•]		[•]		[•]	[•]	[•]
	i		Underlying:	Weight:		
	[•]		[•]	[•]		

[Standard Multi Fixed Basket Redemption: [The Certificates are [also] Standard Multi Fixed Basket Redemption Certificates.] The Redemption Payoff [applicable to the Certificates][calculated using [Standard Redemption Payoff][Linked Redemption][1][2]] is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> or (b) if the Underlying Value of any Underlying<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> or (c) otherwise, being Fixed Percentage<sub>2</sub>.

[The Underlying Value of [each Underlying<sub>i</sub>] is within the Underlying Value<sub>i</sub> Range if the Underlying Value of the relevant Underlying<sub>i</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]

[The Underlying Value of [each Underlying<sub>j</sub>] is within the Underlying Value<sub>j</sub> Range if the Underlying Value of the relevant Underlying<sub>j</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>j</sub> [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>j</sub>.]

Redemption Date(s):	Observation	Fixed Percentage <sub>1</sub> :	Fixed Percentage <sub>2</sub> :
[•]		[•]	[•]
	i	Underlying:	Upper Limit <sub>i</sub> : Lower Limit <sub>i</sub> :
	[•]	[•]	[•] [•]
	j	Underlying:	Upper Limit <sub>j</sub> : Lower Limit <sub>j</sub> :
	[•]	[•]	[•] [•]

[Standard Fixed Range Accrual Basket Redemption: The Certificates are [also] Standard Fixed Range Accrual Basket Redemption Certificates. The Redemption Payoff [applicable to the Certificates][calculated using Standard Redemption Payoff [1][2]] is calculated as the Fixed Percentage multiplied by Accrual Factor.

Accrual Factor is calculated as (i) the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range divided by (ii) the total number of

<b>Section C – Securities</b>																	
	<p>Range Accrual Days in the Redemption Observation Period. [The Underlying<sub>[i]</sub> is within the Underlying Value<sub>[i]</sub> Range if the Underlying Value of Underlying<sub>[i]</sub> is [greater than or equal to][greater than][less than] the Lower Limit<sub>i</sub>; [and][or][lower than][lower than or equal to][greater than] the Upper Limit<sub>i</sub>.]</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">i</td> <td style="width: 20%; text-align: center;">Underlying:</td> <td style="width: 20%; text-align: center;">Lower Limit:</td> <td style="width: 20%; text-align: center;">Upper Limit:</td> <td style="width: 10%; text-align: center;">Redemption Observation Period:</td> <td style="width: 10%; text-align: center;">Range Days:</td> <td style="width: 10%; text-align: center;">Accrual</td> <td style="width: 15%; text-align: center;">Fixed Percentage:</td> </tr> <tr> <td style="text-align: center;">[•]</td> <td style="text-align: center;">[•]</td> <td style="text-align: center;">[•]</td> <td style="text-align: center;">[•]</td> <td style="text-align: center;">[•]</td> <td style="text-align: center;">[•]</td> <td></td> <td style="text-align: center;">[•]</td> </tr> </table> <p>[<i>Knock-out Early Redemption Trigger</i>: The Underlying Value may also affect when the Certificates redeem as knock-out Early Redemption Trigger is applicable, as set out in more detail in element C.9.]</p> <p>[<i>Knock-out Multi-Underlying Early Redemption Trigger</i>: Each Underlying Value may also affect when the Certificates redeem as knock-out Multi-Underlying Early Redemption Trigger is applicable, as set out in more detail in element C.9.]</p> <p>[<i>Knock-out Interest Switch Payoff Feature/Knock-out Basket Interest Switch Payoff Feature/Knock-out Redemption Switch Payoff Feature/Knock-out Basket Redemption Switch Payoff Feature</i>: The Underlying Value may also effect the basis on which [interest][final redemption][instalment redemption] is paid as [Knock-out Interest Switch [Basket] Payoff Feature][Knock-out Redemption Switch [Basket] Payoff Feature] is applicable, as set out in more detail in element C.8.]</p>	i	Underlying:	Lower Limit:	Upper Limit:	Redemption Observation Period:	Range Days:	Accrual	Fixed Percentage:	[•]	[•]	[•]	[•]	[•]	[•]		[•]
i	Underlying:	Lower Limit:	Upper Limit:	Redemption Observation Period:	Range Days:	Accrual	Fixed Percentage:										
[•]	[•]	[•]	[•]	[•]	[•]		[•]										
<b>C.16</b>	<b>Expiration or Maturity Date</b>	<p>[Not Applicable. The amount (if any) payable on redemption of the Certificates is not linked to an underlying.]</p> <p>[Subject to compliance with all relevant laws, regulations and directives, [the final redemption date of the Certificates is [•]][the final instalment redemption date of the Certificates is [•]].]</p>															
<b>C.17</b>	<b>Settlement procedure</b>	<p>[Not Applicable. The amount (if any) payable on redemption of the Certificates is not linked to an underlying.]</p> <p>[The Certificates will be cash settled on [•]]. [Certificates will be delivered on [•] [against payment of the issue price of the Certificates]/[free of payment of the issue price of the Certificates]].</p> <p>[The Certificates are cleared through [Euroclear]/[Clearstream, Luxembourg][Depository Trust Company][Monte Titoli S.p.A.][<i>other</i>] and settlement will be in accordance with the procedures and local practices relevant to such clearing system.].</p>															
<b>C.18</b>	<b>Procedure on return on Securities</b>	<p>[Not Applicable. The amount (if any) payable on redemption of the Certificates is not linked to an underlying.]</p> <p>[The value of the underlying will affect [whether the Certificates redeem early] [and,] [the amount paid [or the deliverable obligations delivered] on redemption] as set out in more detail in element [C.8 and C.15].]</p>															
<b>C.19</b>	<b>Final reference price of underlying asset</b>	<p>[Not Applicable. The amount (if any) payable on redemption of the Certificates is not linked to an underlying.]</p> <p>[The final value of the underlying[s] is calculated by looking at the price, level or rate of the][each] underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on [the Redemption Determination Date], as calculated by the calculation agent.]</p>															

<b>Section C – Securities</b>		
<b>C.20</b>	<b>Type of underlying asset</b>	<p>[Not Applicable. The amount (if any) payable as interest or on redemption and the date on which the Certificates redeem is not linked to an underlying.]</p> <p>[The Certificates are Credit Linked Certificates: [(repeat the information below with respect to each reference entity)]]</p> <p>reference entity: [•]</p> <p>credit event(s): [•]</p> <p>obligations: [each obligation of [reference entity] described by the following obligation category[y][ies]: [payment][borrowed money][reference obligations only][bond][loan][bond or loan] and having the following obligation characteristics: [not subordinated][specified currency][not sovereign lender][not domestic currency][not domestic law][listed][not domestic issuance][, but excluding the following excluded obligation[s]: [•]].</p> <p>reference obligation[s]: [•]]</p> <p>[The Underlying is [an index][a proprietary index][an inflation index][a commodity][a benchmark rate][an FX rate]. [Information relating to it can be found at [•].]]</p> <p>[There are multiple Underlyings, [they are [a combination of][all] [index/proprietary index/inflation index/commodity/benchmark rate/ FX rate], as set out below:</p> <p>Underlying<sub>[1]</sub>:                      Underlying<sub>[•]</sub>:                      Underlying<sub>[•]</sub>:                      Underlying<sub>[•]</sub>:  [•]    [•]    [•]    [•]]</p> <p>[Information relating to each can be found, as set out below:</p> <p>Underlying<sub>[1]</sub>:                      Underlying<sub>[•]</sub>:                      Underlying<sub>[•]</sub>:                      Underlying<sub>[•]</sub>:  [•]    [•]    [•]    [•]]]</p>
<b>C.21</b>	<b>Indication of the market where the securities will be traded and for which prospectus has been published.</b>	<p>Certificates will be admitted to trading on [the Irish Stock Exchange’s regulated market][on the Electronic Securitised Derivatives Market of Borsa Italiana S.p.A.][the Regulated Market (Regulierter Markt) of the Frankfurt Stock Exchange][the Regulated Market maintained by Euronext Paris S.A.][the Helsinki Stock Exchange’s regulated market (NASDAQ OMX Helsinki Ltd)][Nordic Growth Market NGM AB’s regulated market NDX][Nasdaq OMX Nordic Stockholm AB’s regulated market][the regulated market operated by Oslo Børs] [on [•]] and will be offered to the public in [Finland][France][Germany][Italy] [Norway][Sweden]].</p>

<b>Section D – Risks</b>		
<b>D.2</b>	<b>Key risk factors relating to the Issuer</b>	<p>The following are key risk factors related to the Issuer, its operations, industry and its structure that may affect the Issuer’s ability to fulfil its obligations under the Certificates issued under the Programme.</p> <p>[(for <i>Crédit Agricole CIB</i>):</p> <ul style="list-style-type: none"> <li>• credit risks;</li> <li>• market risks;</li> <li>• liquidity and financing risk;</li> <li>• sensitive exposure based on the financial stability board recommendations;</li> </ul>

<b>Section D – Risks</b>		
		<ul style="list-style-type: none"> <li>• asset and liability management – structural financial risks;</li> <li>• operational risks;</li> <li>• legal risks; and</li> <li>• non-compliance risks.]</li> </ul> <p>[(for <i>Crédit Agricole CIB FG</i>, <i>Crédit Agricole CIB FP</i> or <i>Crédit Agricole CIB FS</i>): The key risk factors relating to <i>Crédit Agricole CIB FG</i>, <i>Crédit Agricole CIB FP</i> or <i>Crédit Agricole CIB FS</i>:</p> <ul style="list-style-type: none"> <li>• risk management;</li> <li>• credit risk;</li> <li>• liquidity risk;</li> <li>• interest rate risk; and</li> <li>• foreign currency risk.]</li> </ul>
<b>D.3</b>	<b>Key risk factors relating to the Securities</b>	<p>The following key risk factors are material for the purpose of assessing the risks associated with Certificates:</p> <ul style="list-style-type: none"> <li>• the Certificates may not be a suitable investment for all investors;</li> <li>• risks related to the structure of a particular issue of Certificates: <ul style="list-style-type: none"> <li>(i) [Certificates subject to optional redemption by the relevant Issuer;]</li> <li>(ii) [Certificates subject to automatic redemption;]</li> <li>(iii) [Certificates subject to interest switch provisions;]</li> <li>(iv) [variable rate Certificates with a multiplier or other leverage factor;]</li> <li>(v) [leveraged Certificates generally;]</li> <li>(vi) [Certificates subject to inverse exposure;]</li> <li>(vii) [fixed/floating rate Certificates;]</li> <li>(viii) [the yield associated with fixed rate Certificates or zero coupon [Certificates will differ according to the price at which the [Certificates are purchased;]</li> <li>(ix) [zero coupon Certificates;]</li> <li>(x) [structured Certificates;]</li> <li>(xi) [credit linked Certificates;]</li> </ul> </li> <li>• risks related to Certificates generally: <ul style="list-style-type: none"> <li>(i) modification;</li> <li>(ii) French insolvency law;</li> <li>(iii) taxation;</li> <li>(iv) EC Council Directive 2003/48/EC on the taxation of savings income;</li> <li>(v) Proposed Financial Transaction Tax;</li> <li>(vi) potential U.S. Foreign Account Tax Compliance withholding;</li> <li>(vii) legislation affecting dividend equivalent payments;</li> <li>(viii) change of law;</li> <li>(ix) Certificates where denominations involve integral multiples: definitive Certificates;</li> <li>(x) conflicts of interest – calculation agent;</li> <li>(xi) potential conflicts of interest;</li> <li>(xii) risks may be compounded;</li> </ul> </li> <li>• risks related to the market generally:</li> </ul>

<b>Section D – Risks</b>		
		<ul style="list-style-type: none"> <li>(i) the secondary market generally;</li> <li>(ii) exchange rate risks and exchange controls;</li> <li>(iii) interest rate risks;</li> <li>(iv) credit ratings may not reflect all risks;</li> <li>(v) market value of the Certificates;</li> <li>• legal investment considerations may restrict certain investments: <ul style="list-style-type: none"> <li>(i) independent review and advice;</li> <li>(ii) no reliance;</li> <li>(iii) restrictions on transfer;</li> </ul> </li> <li>• [risks related to [commodity linked Certificates]][FX linked Certificates]][index linked Certificates]][inflation linked Certificates]][rate linked Certificates]][multi-asset basket linked Certificates];</li> <li>• [risks related to proprietary indices; <ul style="list-style-type: none"> <li>(i) the proprietary indices are rules-based indices;</li> <li>(ii) the proprietary indices are constructed on “notional” underlying constituents;</li> <li>(iii) historical levels of the proprietary indices should not be taken as an indication of the future performance of any proprietary index;</li> <li>(iv) the proprietary indices are “price return” indices;</li> <li>(v) the proprietary index level can be volatile and move dramatically over short periods of time;</li> <li>(vi) the performance of a proprietary index is dependent on the performance of the underlying constituents of that proprietary index;</li> <li>(vii) the construction of proprietary indices is complex and is dependent on a number of external factors;</li> <li>(viii) the proprietary index calculation agent has discretion in making determinations and calculations;</li> <li>(ix) potential conflicts of interest may exist in the structure and operation of a proprietary index;</li> <li>(x) the proprietary indices are not actively managed;</li> <li>(xi) the proprietary indices could be changed or become unavailable;</li> <li>(xii) the proprietary index calculation agent relies upon third party data sources which may be inaccessible and/or inaccurate;</li> <li>(xiii) the momentum strategy proprietary indices may not achieve their stated aim;]</li> </ul> </li> <li>• [risks related to credit linked Certificates: <ul style="list-style-type: none"> <li>(i) general;</li> <li>(ii) Certificateholders are exposed to credit risk on reference entities;</li> <li>(iii) a credit event may occur prior to the trade date;</li> <li>(iv) increased credit risk is associated with “nth-to-default” credit-linked Certificates;</li> <li>(v) credit risk may be increased where reference entities are concentrated in a particular sector or region;</li> <li>(vi) redemption amount may be subject to a fixed recovery percentage;</li> <li>(vii) redemption amount may be subject to a specific principal protection amount;</li> <li>(viii) leveraged credit linked Certificates may be early redeemed upon the occurrence of certain triggers;</li> <li>(ix) Issuer and calculation agent will act in their own interests;</li> <li>(x) the hedge amount will be determined by the calculation agent and may</li> </ul> </li> </ul>

<b>Section D – Risks</b>		
		<p>result in significant losses for Certificateholders;</p> <p>(xi) actions of reference entities may affect the value of the Certificates;</p> <p>(xii) payments in the Certificates may be deferred or suspended;</p> <p>(xiii) suspension of obligations will suspend payment of principal and interest;</p> <p>(xiv) use of auction settlement or cash settlement may adversely affect returns to Certificateholders;</p> <p>(xv) “cheapest-to-deliver” risk;</p> <p>(xvi) the Issuer and calculation agent may conduct business with, and are not obliged to disclose information on, reference entities;</p> <p>(xvii) the Issuer is not obliged to suffer any loss as a result of a credit event;</p> <p>(xviii) the Certificates do not represent an interest in obligations of reference entities;</p> <p>(xix) the value of the Certificates may be adversely affected by illiquidity or cessation of indices;</p> <p>(xx) historical performance may not predict future performance;</p> <p>(xxi) limited provision of information about the reference entities;</p> <p>(xxii) cash settlement (whether by reference to an auction or a dealer poll) may be less advantageous than physical delivery of assets;</p> <p>(xxiii) conflicts of interest – Credit Derivatives Determinations Committees;</p> <p>(xxiv) rights associated with Credit Derivatives Determinations Committees;</p> <p>(xxv) “Restructuring Maturity Limitation and Fully Transferable Obligation” and “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” – the Issuer may elect settlement terms;</p> <p>(xxvi) non-delivery of deliverable obligations and hedge disruption event will not constitute an event of default;</p> <p>(xxvii) calculation agent may modify terms of the Certificates;]</p> <ul style="list-style-type: none"> <li>• [risks related to disruption events;]</li> <li>• [risks related to Certificates denominated in alternative currencies;]</li> <li>• [risk related to standard interest payoffs and standard redemption payoffs: <ul style="list-style-type: none"> <li>(i) caps and floors;</li> <li>(ii) leverage factors;</li> <li>(iii) value of baskets of underlyings;</li> <li>(iv) focus on the change in the performance of the underlying rather than its level;</li> <li>(v) fixed/floating rate certificates;]</li> </ul> </li> <li>• [risk factors related to combination interest payoffs and combination redemption payoffs: <ul style="list-style-type: none"> <li>(i) caps and floors;</li> <li>(ii) leverage factors;]</li> </ul> </li> <li>• [risk factors related to payoff features: <ul style="list-style-type: none"> <li>(i) [additive;]</li> <li>(ii) [investor switch;]</li> <li>(iii) [issuer switch;]</li> <li>(iv) [knock-out switch;]</li> <li>(v) [knock-out basket switch;]</li> <li>(vi) [target interest switch;]</li> <li>(vii) [shout option performance lock-in;]</li> <li>(viii) [chooser decay interest switch option;]</li> <li>(ix) [memory option interest switch;]</li> </ul> </li> </ul>

<b>Section D – Risks</b>		
		<ul style="list-style-type: none"> <li>(x) [flexi option interest switch;]</li> <li>(xi) [pelican option interest switch;]</li> <li>(xii) [dual currency;]</li> <li>(xiii) [credit event contingency interest switch;]</li> <li>(xiv) [reset option;]</li> <li>(xv) [single interest payment date;]</li> <li>(xvi) [global cap;]</li> <li>(xvii) [global floor;]</li> <li>• [risk factors related to early redemption triggers: <ul style="list-style-type: none"> <li>(i) [issuer call early redemption trigger;]</li> <li>(ii) [knock-out early redemption trigger;]</li> <li>(iii) [callable knock-out early redemption trigger;]</li> <li>(iv) [target early redemption trigger;]</li> <li>(v) [knock-out multi underlying early redemption trigger;]</li> </ul> </li> <li>• risks related to redemption methods. <ul style="list-style-type: none"> <li>(i) [standard redemption] [performance redemption] [growth redemption]; and</li> <li>(ii) redemption unwind costs.</li> </ul> </li> </ul>
<b>D.6</b>	<b>Risk warning that investors may lose value of entire investment</b>	<p>Please also refer to element D.3.</p> <p><b>The capital invested in the Certificates is at risk. Consequently, the amount a prospective investor may receive on redemption of its Certificates may be less than the amount invested by it and may be zero (0).</b></p> <p>Investors may lose up to the entire value of their investment if:</p> <ol style="list-style-type: none"> <li>1. the relevant payoff conditions do not provide for full repayment of the initial purchase price upon redemption or specified early redemption and the underlying asset(s) perform(s) in such a manner that the amount due under the Certificates is less than the initial purchase price;</li> <li>2. the investor sells their Certificates prior to the scheduled redemption in the secondary market at an amount that is less than the initial purchase price;</li> <li>3. the Issuer is subject to insolvency or bankruptcy proceedings or some other event which negatively affects the Issuer’s ability to repay amounts due under the Certificates;</li> <li>4. the Certificates are redeemed early for reasons beyond the control of the Issuer, (such as a change of applicable law or market event in relation to the underlying asset(s)) and the amount paid or delivered is less than the initial purchase price; or</li> <li>5. the Certificates are subject to certain adjustments or alternative valuations following certain disruptive market events that result in the amount to be paid or delivered being reduced to an amount or value that is less than the initial purchase price.</li> </ol>

<b>Section E – Other</b>		
<b>E.2b</b>	<b>Reasons for offer and use of proceeds when different from making profit and/or hedging certain risks</b>	<p>[Not Applicable. The reasons for the offer and the net proceeds of the issue are for making profit] [and] [hedging certain risks]</p> <p>[The net proceeds from the issue of the Certificates will be applied by the Issuer for [●].]</p>
<b>E.3</b>	<b>Terms and conditions of offer</b>	<p>[Not Applicable. The Certificates are not offered to the public.]</p> <p>[The Certificates are being offered to the public in a Non-exempt Offer in [Finland] [France] [Germany] [Italy] [Norway] [and] [Sweden]. Any investor intending to acquire or acquiring any Certificates from an Authorised Offeror will do so, and offers and sales of the Certificates to an investor by an Authorised Offeror will be made, in accordance with any terms and other arrangement in place between such Authorised Offeror and such investor including as to price, allocation and settlement arrangements.</p> <p>Offer Price: [Issue Price][specify]</p> <p>Conditions to which the offer is subject: [Not Applicable][give details]</p> <p>Description of the application process: [Not Applicable][give details including the time period, and any possible amendments, during which the offer will be open]</p> <p>Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable][give details]</p> <p>Details of the minimum and/or maximum amount of application: [Not Applicable][give details]</p> <p>Details of the method and time limits for paying up and delivering the Certificates: [Not Applicable][give details]</p> <p>Manner in and date on which results of the offer are to be made public: [Not Applicable][give details]</p> <p>Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable][give details]</p> <p>Whether tranche(s) have been reserved for certain countries: [Not Applicable][give details]</p> <p>Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not Applicable][give details]</p> <p>Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not Applicable][give details]</p>



<b>Section E – Other</b>		
<b>E.4</b>	<b>Interest material to issue including conflicting interests</b>	<p>[Not Applicable. So far as the Issuer is aware, no person involved in the offer of the Certificates has an interest material to the offer, including conflicting interests.]</p> <p>[The [●] will be paid aggregate commissions equal to [●].] [Any [●] [and its affiliates] may also have engaged, and may in the future engage, in [transactions or perform other services for] [the Issuer and its affiliates] in the ordinary course of business.]</p>
<b>E.7</b>	<b>Estimated expenses charged to investor</b>	<p>[Not Applicable. There are no expenses charged to the investor by the [Issuer][offeror].]</p> <p>[The estimated expenses charged to the investor by the [Issuer][offeror] amount to [●].]</p>

## RISK FACTORS

*This section sets out the principal risks inherent in investing in Certificates issued under the Programme.*

*Any investment in the Certificates is subject to a number of risks. Prior to investing in the Certificates, prospective investors should consider carefully the factors and risks associated with any investment in the Certificates, the Issuers and the Guarantor's business and the industry in which it operates, together with all other information contained in this Base Prospectus including, in particular, the risk factors described below. Prospective investors should note that the risks relating to the Issuers and the Guarantor, their industry and the Certificates summarised in the section of this document entitled "Summary" are the risks that the Issuers and the Guarantor consider the most essential to an assessment by a prospective investor of whether to consider an investment in the Certificates. However, as the risks which the Issuers and the Guarantor faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document entitled "Summary" but also, among other things, the risks and uncertainties described below.*

*Each of the Issuers and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under Certificates issued under the Programme. Many of these factors are contingencies, which may or may not occur and none of the Issuers nor the Guarantor are in a position to express a view on the likelihood of any such contingency occurring. The risks which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme described below are not exhaustive.*

*Additional risks and uncertainties relating to the Issuers and the Guarantor that are not currently known to the Issuers and the Guarantor, or that it currently deems immaterial, may individually or cumulatively also have a material adverse effect on the Issuers and the Guarantor's business, prospects, results of operations and financial position and, if any such risk should occur, the price of the Certificates may decline and investors could lose all or part of their investment.*

*Each of the Issuers and the Guarantor believes that the factors described below represent the principal risks inherent in investing in Certificates issued under the Programme, but the inability of the relevant Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Certificates may occur for other reasons (i) which may not be considered significant risks by the Issuers and the Guarantor based on information currently available to them or (ii) which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. Prospective investors should consider carefully whether an investment in the Certificates is suitable for them in the light of the information in this Base Prospectus and their personal circumstances.*

*Capitalised terms not defined in this section have the meanings given to them in the Terms and Conditions of the Certificates.*

***The Risk Factors are set out as follows:***

	<b>Page</b>
Factors that may affect Crédit Agricole CIB's ability to fulfil its obligations under Certificates issued under the Programme or to fulfil its obligations under the Guarantee	84
Factors that may affect the ability of Crédit Agricole CIB FG, Crédit Agricole CIB FP or Crédit Agricole CIB FS to fulfil its obligations under Certificates issued under the Programme	
(i) Risk management	84
(ii) Credit risk	84

	Risk Factors
(iii) Liquidity risk	84
(iv) Interest rate risk	84
(v) Foreign currency risk	84
Factors which are material for the purpose of assessing the market risks associated with Certificates issued under the Programme	
(i) The Certificates may not be a suitable investment for all investors	85
(ii) Risks related to the structure of a particular issue of Certificates	85
(iii) Risks related to Certificates generally	88
(iv) Risks related to the market generally	94
(v) Legal investment considerations may restrict certain investments	97
(vi) Risks related to Commodity Linked Certificates, FX Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, Rate Linked Certificates and Multi-Asset Basket Linked Certificates	98
(vii) Risks related to Index Linked Certificates and Inflation Linked Certificates	99
(viii) Risks related to Proprietary Indices	99
(ix) Risks related to Credit Linked Certificates	102
(x) Risks related to Alternative Currency Certificates	110
(xi) Risks related to Standard Interest Payoffs and Standard Redemption Payoffs	113
(xii) Risks related to Combination Interest Payoffs and Combination Redemption Payoffs	132
(xiii) Risks related to Payoff Features	138
(xiv) Risks related to Early Redemption Triggers	142
(xv) Risks related to Redemption Methods	143

**1 FACTORS THAT MAY AFFECT CRÉDIT AGRICOLE CIB'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER CERTIFICATES ISSUED UNDER THE PROGRAMME OR TO FULFIL ITS OBLIGATIONS UNDER THE GUARANTEE**

Such factors are set out at pages 111 to 137, pages 186 to 196 and page 221 of the 2012 Registration Document incorporated herein by reference (see "*Documents Incorporated by Reference*").

**2 FACTORS THAT MAY AFFECT CRÉDIT AGRICOLE CIB FG'S, CRÉDIT AGRICOLE CIB FP'S OR CRÉDIT AGRICOLE CIB FS ABILITY TO FULFIL ITS OBLIGATIONS UNDER CERTIFICATES ISSUED UNDER THE PROGRAMME**

The financial instruments, other than derivatives, of Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS comprise money market assets (loans to the parent company) and debt securities issued.

Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS also enter into derivatives transactions (principally swaps and options).

(a) ***Risk management***

Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS management regard the monitoring and controlling of risk as a fundamental part of the management process and accordingly involves its most senior staff in developing risk policy and in monitoring its application. The evaluation of the risks inherent in Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS activities and the development of policies and procedures to control them is carried out by the Boards of Directors or senior management.

(b) ***Credit risk***

Credit risk is the risk that a customer or counterparty will be unable or unwilling to meet a commitment that it has entered into with Crédit Agricole CIB FG, Crédit Agricole CIB FP or Crédit Agricole CIB FS (as the case may be). Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS manage their credit risk through transacting only with their parent company or other group companies.

(c) ***Liquidity risk***

Liquidity risk is the risk that Crédit Agricole CIB FG, Crédit Agricole CIB FP or Crédit Agricole CIB FS (as the case may be) will encounter difficulty in realising assets or otherwise raising funds to meet commitments. Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS perfectly hedge the issue of debt securities through the loans to their parent company which match in all relevant respects the issued debt.

(d) ***Interest rate risk***

Exposure to interest rate risk is the risk that arises when there is an imbalance between rate and non-rate sensitive assets, liabilities and off balance sheet items. Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS policy is to maintain the interest rate at a nil level.

(e) ***Foreign currency risk***

Foreign currency risk is the risk that the value of a financial instrument will fluctuate because of changes in foreign exchange rates. Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS foreign exchange exposure arises from issuing debt in currencies other than Euro. Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS policy is to hedge against foreign exchange risks by engaging in exchange rate swaps with their parent company.

Consideration of the above risk factors should also allow for the fact that (i) Crédit Agricole CIB FG, Crédit Agricole CIB FP and Crédit Agricole CIB FS systematically hedge themselves with appropriate hedging

instruments or contracts, all contracted with Crédit Agricole CIB acting as hedge counterparty, and (ii) Crédit Agricole CIB through the Guarantee, takes the commitment to substitute itself for Crédit Agricole CIB FG, Crédit Agricole CIB FP or Crédit Agricole CIB FS if, for any reason, one or both of these would be unable to fulfil its payment obligations under Certificates issued under the Programme.

### 3 FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH CERTIFICATES ISSUED UNDER THE PROGRAMME

#### (a) *The Certificates may not be a suitable investment for all investors*

The purchase of the Certificates may involve substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Certificates. Each potential investor in the Certificates must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Certificates, the merits and risks of investing in the Certificates and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates and the impact the Certificates will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates, including Certificates with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Certificates and be familiar with the behaviour of any relevant indices, asset prices, rates, credit risk and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Certificates are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Certificates which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of the Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

#### (b) *Risks related to the structure of a particular issue of Certificates*

A wide range of Certificates may be issued under the Programme. A number of these Certificates may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

##### (i) *Certificates subject to optional redemption by the relevant Issuer*

An optional redemption feature of Certificates is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Certificates, the market value of those Certificates generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Certificates when its cost of borrowing is lower than the interest rate on the Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(ii) *Certificates subject to automatic redemption*

Certificates may be subject to automatic early redemption if certain conditions (as specified in the Terms and Conditions of the Certificates) are met. Such features may negatively affect the value of the Certificates and may lead to redemption at an amount or time less favourable for Certificateholders.

(iii) *Certificates subject to interest switch provisions*

Certificates may have features which provide for a change of the interest rate formula upon certain events. Such features may negatively affect the value of the Certificates or result in a less favourable interest rate.

(iv) *Variable rate Certificates with a multiplier or other leverage factor*

Certificates with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

(v) *Leveraged Certificates generally*

A leverage factor may be applied to certain Certificates in order to determine the Linked Interest Rate and/or Redemption Payoff. Such leverage factor will magnify any negative performance of the Underlying(s).

(vi) *Certificates subject to inverse exposure*

Certificates may have a Linked Interest Rate and/or Redemption Payoff equal to a fixed rate minus the value of an Underlying. The market value of those Certificates typically are more volatile than market values of other conventional debt securities based on the same Underlying (and with otherwise comparable terms). Those types of Certificates are more volatile because an increase in the value of the Underlying not only decreases the Linked Interest Rate and/or Redemption Payoff of the Certificates, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of such Certificates.

(vii) *Fixed/floating rate Certificates*

Fixed/floating rate Certificates may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this rate will affect the secondary market and the market value of the Certificates since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Certificates may be less favourable than then prevailing spreads on comparable Floating Rate Certificates tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Certificates. If the relevant Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Certificates.

- (viii) *The yield associated with Fixed Rate Certificates or Zero Coupon Certificates will differ according to the price at which the Certificates are purchased*

The indication of yield or accrual yield stated within any Final Terms of Certificates applies only to investments made at (as opposed to above or below) the issue price of such Certificates. If an investor invests in Certificates at a price other than the issue price of the Certificates, the yield or accrual yield on that particular investor's investment in the Certificates will be different from the indication of yield or accrual yield on the Certificates as set out in the Final Terms.

- (ix) *Zero Coupon Certificates*

The prices at which Zero Coupon Certificates trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

- (x) *Structured Certificates*

An investment in Certificates, the premium and/or the interest on or principal of which is determined by reference to one or more values of currencies, commodities, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor may lose the value of its entire investment or part of it, as the case may be. Neither the current nor the historical value of the relevant currencies, commodities, interest rates or other indices or formulae should be taken as an indication of future performance of such currencies, commodities, interest rates or other indices or formulae during the term of any Certificates.

- (xi) *Credit Linked Certificates*

Credit Linked Certificates differ from ordinary debt securities in that the amount of principal and/or interest payable by the relevant Issuer is dependent on whether any Credit Event(s) have occurred and that payments upon redemption (whether at maturity or earlier) may be linked to the value of the Reference Obligation(s) including, if applicable, the value of any related underlying hedging arrangements (which may include interest rate or cross-currency swaps) and that this may be less than the full amount of investors' initial investment and result in investors not receiving repayment of all or any of their initial investment in Credit Linked Certificates.

The likelihood of a Credit Event occurring with respect to a Reference Entity, will generally fluctuate with, among other things, the financial condition of the Reference Entity, the general economic conditions, the condition of certain financial markets, political events, developments or trends in any particular industry and changes in prevailing interest or foreign exchange rates. The historical experience of obligors and assets comparable to a Reference Entity is not necessarily indicative of the risk of Credit Events occurring with respect to any Reference Entity.

Corporate actions of any Reference Entities (for example, merger or demerger) or the repayment or transfer of indebtedness of the Reference Entities may adversely affect the value of the Certificates. Factual situations may arise in which the views of market participants and/or legal counsel may differ as to how the contractual terms of market standard credit default swaps, and corresponding provisions of the Certificates, should be interpreted, or in which such contractual terms and such provisions may operate in a manner contrary to the expectations of market participants and/or adversely to the interests of holders of the Certificates.

The relevant Issuer will have discretion in determining when and whether to trigger redemption of the Certificates on the basis of a Credit Event. It will exercise such discretion in the interests of itself and its affiliates, and not in the interests of investors. Information relating to Credit Events may be derived from private and public sources which may or may not be accessible to all Certificateholders.

The relevant Issuer will have discretion in selecting the Deliverable Obligations following the occurrence of a Credit Event, subject to, amongst other things, compliance with the applicable Deliverable Obligation Category and Deliverable Obligation Characteristics. In exercising such discretion, it will select for such purpose eligible obligations having the lowest possible market value, resulting in an increased loss for holders of the Certificates.

In certain circumstances – for example where a potential Credit Event occurs and has not been cured as at the scheduled maturity of the Certificates, the maturity of the Certificates will be extended without compensation to the investors. The period of such deferral may be significant.

When buying Nth-to-Default Credit Linked Certificates or Linear Basket Credit Linked Certificates, the more diversified the portfolio of Reference Entities, the more likely that a Credit Event will occur to one of the Reference Entities, increasing the risk to the investor (i.e. the more Reference Entities there are, and the less they are correlated, the more the risk profile of the portfolio increases).

None of the Issuers, the Guarantor, the Arranger or any of their respective affiliates makes in respect of Credit Linked Certificates any representation as to the credit quality of any Reference Entity. Any of such persons may have acquired, or during the term of the Certificates may acquire, non-public information with respect to a Reference Entity, its respective affiliates or any guarantors, that is or may be material in the context of Credit Linked Certificates. The issue of Credit Linked Certificates will not create any obligation on the part of any such persons to disclose to the Certificateholders or any other party such information (whether or not confidential).

See also the risk factor entitled “*Risks related to Credit Linked Certificates*” below.

Each of the Issuers, the Guarantor, the Arranger or their respective affiliates may deal with and engage generally in any kind of commercial or investment banking or other business with any Reference Entity, its respective affiliates or any guarantor or any other person or entity having obligations relating to any Reference Entity or its respective affiliates or any guarantor in the same manner as if any Credit Linked Certificates issued under the Programme did not exist, regardless of whether any such action might have an adverse effect on a Reference Entity, any of its respective affiliates or any guarantor.

(c) ***Risks related to Certificates generally***

Set out below is a brief description of certain risks relating to the Certificates generally:

(i) General

The Certificates involve a high degree of risk, which may include, among others, interest rate, foreign exchange, time value and political risks. Prospective purchasers of Certificates should recognise that their Certificates, other than any Certificates having a minimum redemption value, may mature worthless. Purchasers should be prepared to sustain a total loss of the purchase price of their Certificates, except, if so indicated in the applicable Final Terms, to the extent of any minimum redemption value attributable to such Certificates. This risk reflects the nature of a Certificate as an asset which, other factors held constant, tends to decline in value over time and which may become worthless when it matures (except to the extent of any minimum redemption value). Prospective purchasers of Certificates should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Certificates and should reach an investment decision only after careful



consideration, with their advisers, of the suitability of such Certificates in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Certificates and the particular reference equity index (or basket of equity indices), FX rate (or basket of FX rates), commodity (or basket of commodities), benchmark rate (or basket of benchmark rates), inflation index (or basket of inflation indices) or proprietary index (or basket of proprietary indices) or combination of any of them, as may be specified in the applicable Final Terms.

(ii) *Unsecured Obligations*

The Certificates and the Guarantee each constitute general, unsecured, contractual obligations of the Issuers and, as the case may be, the Guarantor and of no other person. Any person who purchases Certificates is relying upon the creditworthiness of the Issuers and the Guarantor and has no rights under the Terms and Conditions against any other person. Neither the Certificates nor the Guarantee will be secured by any property of the Issuers or the Guarantor and all Certificates rank equally among themselves and, together with the Guarantee, with all other unsecured and unsubordinated obligations of the Issuers and, as the case may be, the Guarantor.

(iii) *Modification*

The conditions of the Certificates contain provisions for calling meetings of Certificateholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Certificateholders including Certificateholders who did not attend and vote at the relevant meeting and Certificateholders who voted in a manner contrary to the majority.

(iv) *French Insolvency Law*

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the **Assembly**) in order to defend their common interests if a preservation (*procédure de sauvegarde*), an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the relevant Issuer.

The Assembly comprises holders of all debt securities issued by the relevant Issuer (including the Certificates), whether or not under a debt issuance programme (such as a euro medium term Certificates programme) and regardless of their governing law.

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

- increase the liabilities (*charges*) of holders of debt securities (including the Certificateholders) by rescheduling due payments and/or partially or totally writing-off receivables in the form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Certificateholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Certificates) into securities that give or may give rights to share capital.

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convene the Assembly.

For the avoidance of doubt, the provisions relating to the meetings of the Certificateholders described in the Terms and Conditions of the Certificates set out in this Base Prospectus and the Master Certificate Agreement will not be applicable to the extent they are not in compliance with mandatory insolvency law provisions that apply in these circumstances.

(v) *Taxation*

Each Certificateholder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment or delivery of assets to it in respect of the Certificates. The Issuers will not pay any additional amounts to Certificateholder, as the case may be, to reimburse them for any tax, assessment or charge required to be withheld or deducted by the Issuer or any agent from payments in respect of the Certificates. Potential investors cannot rely upon the tax summary contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Certificates. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

(vi) *No gross up*

The Certificates will not have the benefit of a gross up provision in respect of withholding tax. Investors will accordingly take the risk of any applicable withholding tax.

(vii) *EU Savings Directive*

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**), EU Member States are required to provide to the tax authorities of another EU Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other EU Member State or to certain limited types of entities established in that other EU Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependant upon the conclusion of certain other agreements relating to information exchange with certain other countries). The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015. A number of non EU countries and territories have adopted similar measures. The rate of this withholding tax is currently 35 per cent.

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

(viii) *Proposed Financial Transaction Tax*

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Certificates (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in

a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Certificates are advised to seek their own professional advice in relation to the FTT.

(ix) *Potential U.S. Foreign Account Tax Compliance Act Withholding*

Whilst the Certificates are in global form and held within Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme (together, the ICSDs), in all but the most remote circumstances, it is not expected that FATCA (as defined in “Taxation – FATCA Withholding”) will affect the amount of any payment received by the ICSDs (see “Taxation – FATCA Withholding”). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer’s obligations under the Certificates are discharged once it has paid the common depository or common safekeeper for the ICSDs (as bearer or registered holder of the Certificates) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries. Please see “Taxation – FATCA Withholding” for more information on this legislation.

(x) *Legislation Affecting Dividend Equivalent Payments*

Due to U.S. legislation enacted in 2010, payments on any Certificate that are, in whole or in part, directly or indirectly contingent upon, or determined by reference to, the payment of a dividend from a U.S. entity (a **Dividend Equivalent Payment**) may become subject to a 30 per cent. U.S. withholding tax when made to non-U.S. persons (as defined below). The imposition of this U.S. withholding tax will reduce the amounts received by non-U.S. persons. Neither the Issuer, the Guarantor, nor the agent nor any other person shall pay any additional amounts to the non-U.S. persons in respect of such U.S. withholding. If a non-U.S. person becomes subject to this withholding tax, the non-U.S. person may be able to claim any exemptions under its applicable double tax treaty. The application and interpretation of the rules governing U.S. withholding tax on Dividend Equivalent Payments is subject to change.

For purposes of this risk factor, a non-U.S. person is a beneficial owner of a Certificate that is not a: (i) a citizen or individual resident of the United States, as defined in Section 7701(b) of the U.S. Internal Revenue Code, (ii) a corporation, including any entity treated as a corporation for U.S. federal income tax purposes, created or organised in or under the laws of the United States, any State thereof or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source; or (iv) a trust if (x) a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more United States persons have the authority to control all

substantial decisions of the trust, or (y) such trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.

(xi) *Change of law*

The conditions of the Certificates are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

(xii) *Illegality and Force Majeure*

If the Issuers or the Guarantor determine that the performance of their obligations under any Certificates or the Guarantee has become illegal or impracticable in whole or in part for any reason, the Issuers may cancel such Certificates and, if and to the extent permitted by applicable law, pay an amount to each Certificateholder, as the case may be, in respect of each Certificate an amount equal to the fair market value of such Certificate, notwithstanding such illegality or impracticality, less, in respect of Certificates other than Italian Listed Certificates, the cost to the Issuers and/or its affiliates of unwinding any underlying related hedging arrangements (if any), all as determined by the Calculation Agent in its sole and absolute discretion or, in respect of Italian Listed Certificates, in good faith and in a reasonable manner.

(xiii) *Certificates where denominations involve integral multiples: Definitive Certificates*

In relation to any issue of Certificates which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Certificates may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a Definitive Certificate in respect of such holding (should Definitive Certificates be printed) and would need to purchase a nominal amount of Certificates such that its holding amounts to a Specified Denomination.

If Definitive Certificates are issued, holders should be aware that Definitive Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

(xiv) *Conflicts of Interest – Calculation Agent*

Where the relevant Issuer acts as Calculation Agent or the Calculation Agent is an Affiliate of the relevant Issuer, potential conflicts of interest may exist between the Calculation Agent and Certificateholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Conditions that may influence the amount receivable upon settlement of the Certificates.

(xv) *Potential conflicts of interest*

In the ordinary course of its business, including, without limitation, in connection with its market making activities, the relevant Issuer and/or any of its Affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in any Underlying(s) or related derivatives. In addition, in connection with the offering of any Certificates, the relevant Issuer and/or any of its Affiliates may enter into one or more hedging transactions with respect to any Underlying(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the relevant Issuer and/or any of its Affiliates, the relevant Issuer and/or any of its Affiliates may enter into transactions in any Underlying(s) or related derivatives which may affect the market price,

liquidity or value of the relevant Certificates and which could be deemed to be adverse to the interests of the relevant Certificateholders.

The relevant Issuer and/or any Dealer may at the date hereof or at any time hereafter be in possession of information in relation to one or more Underlying(s) that is or may be material in the context of an issue of Certificates and may or may not be publicly available to Certificateholders. The relevant Issuer and any Dealer will not disclose to Certificateholders any such information, except as required under the applicable laws.

The relevant Issuer and/or any of its Affiliates may have existing or future business relationships with any Underlying(s) or, if applicable, any of their subsidiaries or Affiliates or any other person or entity having obligations relating to any Underlying(s) (including, but not limited to, dealing, lending, depositary, risk management, advisory and banking relationships), and will pursue actions and take steps that they or it deems necessary or appropriate to protect their and/or its interests arising therefrom without regard to the consequences for a Certificateholder, regardless of whether any such action might have an adverse effect (including, without limitation, any action which might constitute or give rise to any breach, event of default, credit event or termination event) on any Underlying or any investor in Certificates.

(xvi) *Potential conflicts of interest relating to distributors*

Potential conflicts of interest may arise where the manager(s) and any distributors act pursuant to a mandate granted by the Issuers, the Guarantor (if applicable) and/or the manager(s) and will receive commissions and/or fees on the basis of the services performed and the outcome of the placement of the Certificates (including, but not limited to, the situation where the Certificates are offered to the public in Italy).

(xvii) *Certain considerations relating to public offers of the Certificates*

If Certificates are distributed by means of a public offer, whether or not in a Member State of the European Economic Area, under certain circumstances indicated in the applicable Final Terms, the relevant Issuer and/or the other entities indicated in the Final Terms, will have the right to withdraw or revoke the offer, and the offer will be deemed to be null and void according to the terms indicated in the applicable Final Terms. In such case, any amounts segregated by a distributor as intended payment of the offer price by an investor will be released to the relevant investor by the distributor but may or may not accrue interest depending on the agreements between the investor and the relevant distributor or depending on the policies applied by the distributor in this regard. In these circumstances, there may also be a time lag in the release of any such amounts and, unless otherwise agreed with the relevant distributor no amount will be payable as compensation and the applicant may be subject to reinvestment risk.

(xviii) Unless otherwise provided in the applicable Final Terms, the relevant Issuer and/or the other entities specified in the applicable Final Terms may terminate the offer early by immediate suspension of the acceptance of further subscription requests and by giving notice to the public in accordance with the applicable Final Terms. Any such termination may occur, even where the maximum amount for subscription in relation to that offer (as specified in the applicable Final Terms), has not been reached and, in such circumstances, the early closing of the offer may have an impact on the aggregate number of the Certificates issued and, therefore, may have an adverse effect on the liquidity of the Certificates.

Furthermore, under certain circumstances, the relevant Issuer and/or the other entities indicated in the applicable Final Terms will have the right to postpone the originally-designated issue date. For the avoidance of doubt, this right applies also in the event that the relevant Issuer publishes a supplement to the Base Prospectus in accordance with the provisions of the Prospectus Directive. In the event that the issue date is so delayed, no compensation or amount in respect of interest shall be payable or otherwise

accrue in relation to such Certificates unless otherwise agreed between the investor and the relevant distributor as payable by the distributor or the policies of the distributor otherwise provide for the distributor to make any such payments.

(xix) *Risks may be compounded*

Various risks relating to the Certificates may be correlated or compounded and such correlation and/or compounding may result in increased volatility in the value of the Certificates and/or in increased losses for holders of the Certificates.

(d) ***Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

(i) *The secondary market generally*

Certificates may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Certificates easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Certificates that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Certificates generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Certificates.

Investors may not be able to sell Certificates readily or at prices that will enable investors to realise their anticipated yield. No investor should purchase Certificates unless the investor understands and is able to bear the risk that certain Certificates will not be readily sellable, that the value of Certificates will fluctuate over time and that such fluctuations will be significant.

(ii) *Illiquid Market*

It is not possible to predict the price at which Certificates will trade in the secondary market or whether such market will be liquid or illiquid. Each of the Issuers may, but is not obliged to, list Certificates on a stock exchange. If the Certificates are not listed or traded on any exchange market or trading venue (whether regulated or not), pricing information for the Certificates may be more difficult to obtain and the liquidity of the Certificates may be adversely affected. If any Issuer does list an issue of Certificates on any stock or other exchange, then that Issuer shall use all reasonable endeavours to maintain such listing. There may also be less liquidity in the secondary market for Certificates exclusively offered to retail investors without any offer to institutional investors. Also, to the extent Certificates of a particular issue are exercised or redeemed, the number of Certificates of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining Certificates of such issue. A decrease in the liquidity of an issue of Certificates may cause, in turn, an increase in the volatility associated with the price of such issue of Certificates.

Each of the Issuers, the Guarantor and any Dealer may, but is not obliged to, at any time purchase Certificates at any price in the open market or by tender or private treaty. Any Certificates so purchased may be held or resold or surrendered for cancellation. A Dealer may, but is not obliged to, be a market-maker for an issue of Certificates. Even if a Dealer (or another entity) is a market-maker or liquidity provider for an issue of Certificates, it is not clear whether and/or to what extent this may have an impact on the price of the Certificates or the secondary market and the secondary market for such Certificates

may still be limited. To the extent that an issue of Certificates becomes illiquid, an investor may have to exercise such Certificates to realise value.

For information purposes, where Italian Listed Certificates are listed on the SeDeX Market, the relevant Issuer (or an entity on behalf of the relevant Issuer) will, for so long as the rules of the SeDeX Market so require, display continuous “bid” and “offer” prices for such Italian Listed Certificates, in accordance with the rules of the SeDeX Market.

The Certificates may also be traded on trading venues governed by applicable laws and regulations in force from time to time, such as multilateral trading systems, bilateral systems, or equivalent trading systems. Where trading in the Certificates takes place outside such trading systems, the manner in which the price of such Certificates is determined may be less transparent and the liquidity of such Certificates may be adversely affected.

(iii) *Exchange rate risks and exchange controls*

The relevant Issuer will pay principal and interest on the Certificates and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the **Investor’s Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Specified Currency would decrease (1) the Investor’s Currency-equivalent yield on the Certificates, (2) the Investor’s Currency-equivalent value of the principal payable on the Certificates and (3) the Investor’s Currency-equivalent market value of the Certificates.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

(iv) *Interest rate risks*

Investment in Fixed Rate Certificates involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Certificates.

Interest income on Floating Rate Certificates and Linked Interest Rate Certificates cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield on the Floating Rate Certificates and the Linked Interest Rate Certificates at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods.

(v) *Credit ratings may not reflect all risks*

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

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the

case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website ([www.esma.europa.eu](http://www.esma.europa.eu)) in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out in the 2012 Registration Document incorporated by reference into this Base Prospectus and will be disclosed in the applicable Final Terms.

(vi) *Effect of a Credit Rating Reduction*

The value of the Certificates is expected to be affected, in part, by investors' general appraisal of the Issuers' and Guarantor's creditworthiness. Such perceptions are generally influenced by the ratings accorded to the Issuers' and Guarantor's outstanding Certificates by standard statistical rating services, such as Moody's Investors Service Limited, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and Fitch Ratings Ltd. A reduction in the rating, if any, accorded to outstanding debt securities of the Issuers or the Guarantor by one of these rating agencies could result in a reduction in the trading value of the Certificates.

(vii) *Market Value of the Certificates*

The market value of the Certificates will be affected by the creditworthiness of the relevant Issuer and a number of additional factors, including the value of the relevant Underlying(s), including, but not limited to, the volatility of the relevant Underlying(s), or the dividend on the securities comprised in any Index or Proprietary Index that is an Underlying, market interest and yield rates and the time remaining to the redemption date.

The value of the Certificates and the relevant Underlying(s) depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Certificates, the Underlying(s) or the securities comprised in any Index or Proprietary Index that is an Underlying are traded. The price at which a Certificateholder will be able to sell the Certificates prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. The historical market prices of the relevant Underlying(s) should not be taken as an indication of the relevant Underlying(s)'s future performance during the term of any Certificate.

Investors should note that the issue price and/or offer price of the Certificates may include subscription fees and/or placement fees and/or direction fees and/or structuring fees and/or other additional costs or inducements. Any such fees may not be taken into account for the purposes of determining the price of such Certificates on the secondary market and could result in a difference between the theoretical value of the Certificates and the actual bid/offer price quoted by any intermediary in the secondary market.

Any such difference may have an adverse effect on the value of the Certificates, particularly immediately following their offer and the issue date relating to such Certificates, where any such fees and/or costs may be deducted from the price at which such Certificates can be sold by the initial investor in the secondary market.

The trading price of Certificates may fall in value as rapidly as it may rise and holders of Certificates may sustain a total loss of their investment. Prospective purchasers should therefore ensure that they



understand the nature of Certificates and should form their own view of the merits of Certificates and not rely on information contained in the applicable Final Terms or this Base Prospectus.

The risk of the loss of some or all of the purchase price of a Certificate upon maturity means that, in order to recover and realise a return upon his or her investment, a purchaser of a Certificate must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant reference equity index (or basket of equity indices), FX rate (or basket of FX rates), commodity (or basket of commodities), benchmark rate (or basket of benchmark rates), inflation index (or basket of inflation indices) or proprietary index (or basket of proprietary indices) or combination of any of them as may be specified in the applicable Final Terms. Assuming all other factors are held constant, the more a Certificate is "out-of-the-money" and the shorter its remaining term to maturity, the greater the risk that purchasers of such Certificates will lose all or part of their investment.

(e) ***Legal investment considerations may restrict certain investments***

(i) *Independent Review and Advice*

In particular, each prospective purchaser of Certificates must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Certificates (i) is fully consistent with its (or if it is acquiring the Certificates in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Certificates as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Certificates in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Certificates. Potential investors should consult with their own tax, legal, accounting and/or financial advisors before considering investing in the Certificates.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Certificates are legal investments for it, (2) Certificates can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Certificates. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk-based capital or similar rules.

(ii) *No Reliance*

A prospective purchaser may not rely on the Issuers, the Guarantor, the Arranger or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Certificates or as to the other matters referred to above. None of the Issuers, the Guarantor, the Arranger or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Certificates by a prospective purchaser of the Certificates, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

An investor should be aware that any communication (written or oral) received from any member of the Group should not be taken as an assurance or guarantee as to the expected results or performance of the Certificates. Any term sheet with respect to the Certificates received on or prior to the issue date is superseded in its entirety by the Base Prospectus, together with the Final Terms, which solely constitute the legally binding terms and conditions of the Certificates.

(iii) *Restrictions on Transfer*

Notwithstanding the lawfulness of any acquisition of the Certificates, sales or transfers of Certificates that would cause the Crédit Agricole CIB FP, Crédit Agricole CIB FG or Crédit Agricole CIB FS to be required to register as an “investment company” under the Investment Company Act will be prohibited and treated by the relevant Issuer or, as the case may be, the Registrar as void *ab initio* and will not be honoured by the relevant Issuer and the relevant Issuer will have the right at any time, at the expense and risk of the holder of the Certificates held by or on behalf of a U.S. person who is not a qualified purchaser at the time it purchases such Certificates, (i) to redeem such Certificates, in whole or in part, to permit such Issuer to avoid registration under the Investment Company Act or (ii) to require such holder to sell such Certificates to a QIB that is a QP in accordance with Rule 144A or to a non-U.S. person outside the United States in accordance with Regulation S. See “*Offers and Sale*”.

(f) ***Risks related to Commodity Linked Certificates, FX Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, Rate Linked Certificates and Multi-Asset Basket Linked Certificates***

The relevant Issuer may issue Certificates:

- (i) with principal and/or interest (as applicable) determined by reference to one or more:
  - (a) Commodities;
  - (b) Indices;
  - (c) Proprietary Indices;
  - (d) Inflation Indices;
  - (e) FX Rates;
  - (f) Benchmark Rates;
  - (g) Multi-Asset Baskets; or
  - (h) formulae; and
- (ii) Dual Currency Certificates;

(each, a **Relevant Factor**).

Potential investors should be aware that:

- (i) the market price of such Certificates may be volatile;
- (ii) movements in the Relevant Factor may adversely affect the amount of principal and/or interest to be paid to the Certificateholder and may also affect the market value of the Certificates;
- (iii) they may receive no interest;
- (iv) payment of principal or interest may occur at a different time or in a different currency than expected;
- (v) the amount of principal to be repaid may be less than the stated nominal amount of the Certificates or may even be zero;
- (vi) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

- (vii) if a Relevant Factor is applied to Certificates in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (viii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of a Relevant Factor should not be viewed as an indication of the future performance of such Relevant Factor during the term of any Commodity Linked Certificates, FX Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, Rate Linked Certificates or Multi-Asset Basket Linked Certificates. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Commodity Linked Certificates, FX Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, Rate Linked Certificates or Multi-Asset Basket Linked Certificates and the suitability of such Certificates in the light of its particular circumstances.

(g) ***Risks related to Index Linked Certificates and Inflation Linked Certificates***

Index Linked Certificates and Inflation Linked Certificates are not in any way sponsored, endorsed, sold or promoted by the sponsor of the relevant Index(ices), Proprietary Index(ices) or Inflation Index(ices) (as the case may be) (the **Sponsor**) and the Sponsor(s) make(s) no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the Index(ices) and/or the figure at which the Index(ices), Proprietary Index(ices) or Inflation Index(ices) (as the case may be) stands at any particular time on any particular day or otherwise. An investor's decision to invest in the Certificates should be made without reliance on the Sponsor(s). The Sponsor(s) shall not be liable (whether in negligence or otherwise) for any loss, damages, costs, charges, expenses or other liabilities including, without limitation, liability for any special, punitive, indirect or consequential damages, even if notified of the possibility of such damages to any person for any error in the Index(ices) and the Sponsor(s) shall not be under any obligation to advise any person of an error therein.

The risk factors set out in this paragraph and below (relating to Proprietary Indices) are not intended to be and should not be relied upon as a substitute for reading the relevant index rules. The investor should carefully read the index rules in their entirety to understand the terms of the Index, Proprietary Index or Inflation Index (as the case may be).

(h) ***Risks related to Proprietary Indices***

(i) *The Proprietary Indices are rules-based indices*

The Proprietary Indices follow notional rules-based proprietary trading strategies that operate on the basis of predefined rules. Accordingly, potential investors in investment products linked to the performance of one or more Proprietary Indices should determine whether the applicable rules-based proprietary trading strategies are appropriate in light of their individual circumstances and investment objectives.

No assurance can be given that any synthetic investment strategy on which a Proprietary Index is based will be successful or that any Proprietary Index will outperform any alternative strategy that might be employed in respect of the Underlying Constituent(s) of the Proprietary Index.

(ii) *The Proprietary Indices are constructed on "notional" Underlying Constituents*

The Proprietary Indices are constructed on "notional" Underlying Constituent(s). There is no actual portfolio of underlying constituents or assets to which any person is entitled or in which any person has any ownership interest or which serve as collateral for the return on any investment product which is linked to the performance of one or more Proprietary Indices. Each Proprietary Index merely identifies certain Underlying Constituent(s) and a notional rules based proprietary trading strategy, the performance

of which are used as a reference point for the purposes of calculating the level of the Proprietary Index. Consequently, investors in investment products which are linked to the performance of one or more Proprietary Indices will not have any claim against any of the Underlying Constituents which are comprised in the relevant Proprietary Indices.

- (iii) *Historical levels of the Proprietary Indices should not be taken as an indication of the future performance of any Proprietary Index*

The Proprietary Indices are only recently established and therefore have only a limited history to evaluate their likely performance. Any back-testing or similar analysis performed by any person in respect of a Proprietary Index must be considered illustrative only and may be based on estimates or assumptions not used by the Proprietary Index Calculation Agent when determining the Proprietary Index Level.

It is impossible to predict whether a Proprietary Index will rise or fall. The actual performance of a Proprietary Index during any future period may bear little relation to the historical level of such Proprietary Index and should not be considered indicative of future performance.

- (iv) *The Proprietary Indices are "price return" indices*

The Proprietary Indices are "price return" indices which measure the returns accrued from notionally investing in underlying futures contracts (based on the prices of such futures contracts), which reference government bonds. The Proprietary Indices do not take account of the interest or redemption payments that holders of the underlying government bonds would receive and so do not reflect the return you might receive by investing in the underlying government bonds themselves.

- (v) *The Proprietary Index Level can be volatile and move dramatically over short periods of time*

The levels of the Underlying Constituents and rules-based proprietary trading strategies can be volatile and move dramatically over short periods of time. There can be no assurance that the relevant synthetic exposures will not be subject to substantial negative returns. Positive returns on the Proprietary Indices may therefore be reduced or eliminated entirely due to movements in any of these market parameters.

Each Proprietary Index is comprised of futures contracts which reference government bonds. Price movements in the relevant futures can be very volatile; they can change frequently and by large amounts. Prices are influenced by a number of factors including, without limitation, government policies and programmes, political and economic events, changes in applicable interest rates and inflation rates and the emotions of market participants. The price of the relevant futures contract may also be correlated to extent with the price of another futures commodity contract, and so price movements in one futures contract may also affect the price of another.

- (vi) *The performance of a Proprietary Index is dependent on the performance of the Underlying Constituents of that Proprietary Index*

The performance of a Proprietary Index is dependent on the performance of the Underlying Constituents of the Proprietary Index and the relevant notional rules-based proprietary trading strategy. As a consequence, investors in investment products linked to one or more Proprietary Indices should appreciate that their investment is exposed to the performance of the Underlying Constituents and such rules-based strategies.

- (vii) *The construction of the Proprietary Indices is complex and is dependent on a number of external factors*

The publication of the Proprietary Index Level depends on maintenance of requisite index licences, the continued exchange trading of the applicable futures contracts or other assets that are notionally comprised in certain Underlying Constituents and publication of the levels of the Underlying Constituents.

Any disturbance or discontinuation of any of these actions may adversely affect the ability of the Proprietary Index Calculation Agent to continue with the calculation and publication of the Proprietary Index Level.

(viii) *The Proprietary Index Calculation Agent has discretion in making determinations and calculations*

The rules relating to each Proprietary Index confer discretion on the Proprietary Index Calculation Agent in making certain determinations and calculations from time to time. The exercise of such discretion in the making of calculations and determinations may adversely affect the performance of the Proprietary Indices. Without limitation to the generality of the foregoing, the Proprietary Index Calculation Agent has a discretion in relation to the calculation of the Proprietary Index Level in the event of (amongst other events) a Proprietary Index Market Disruption Event in respect of an Underlying Constituent and certain other extraordinary events (which include, amongst other events, Force Majeure Events, Hedging Disruption Events, Increased Cost of Hedging Events, the elimination, conversion, redenomination or exchange of a currency, cancellation of relevant licences and change of law).

The Proprietary Index Calculation Agent is responsible for all calculations and determinations related to the Proprietary Indices. The Proprietary Index Calculation Agent may exercise a certain amount of discretion in making these calculations and determinations. The exercise of this discretion may have an adverse impact on the level of the Proprietary Indices and therefore on the return on any investment product which is linked to the performance of one or more Proprietary Index

The Proprietary Index Calculation Agent is also responsible for calculating and publishing the level of the Proprietary Indices. The level of each Proprietary Index will reflect the prices of the commodity futures included in such Proprietary Index. In the event that the price published by any exchange for a particular futures contract is subsequently corrected, the Proprietary Index Calculation Agent may, if it determines in its discretion that it is practicable and the correction is material, correct the level of the relevant Proprietary Index in respect of the relevant days to reflect the price correction. A correction will only be made if the Proprietary Index Calculation Agent determines, in its discretion, that the price correction is material and it is practicable to make the correction to the level of the relevant Proprietary Index. The exercise of this discretion will therefore affect the level of the relevant Proprietary Index.

The foregoing is not intended to be an exhaustive list of the discretion that the Proprietary Index Calculation Agent may exercise in relation to the Proprietary Indices. It is only intended to illustrate some of the areas in which the Proprietary Index Calculation Agent may exercise discretion and provide an indication of how the exercise of such discretion may impact the level of the Proprietary Indices and therefore the return on any investment products which is linked to the performance of the Proprietary Indices. Investors should refer to the Index Description to ensure they understand when and how the Proprietary Index Calculation Agent may exercise discretion in relation to the Proprietary Indices

(ix) *Potential conflicts of interest may exist in the structure and operation of a Proprietary Index*

Potential conflicts of interest may exist in the structure and operation of a Proprietary Index and the course of the normal business activities of the Proprietary Index Calculation Agent and any affiliate or subsidiary of the Proprietary Index Calculation Agent or their respective directors, officers, employees, representatives, delegates or agents (each a **Relevant Person**).

During the course of their normal business, the Proprietary Index Calculation Agent and each Relevant Person may enter into or promote, offer or sell transactions or investments (structured or otherwise) linked to the Proprietary Indices. In addition, the Proprietary Index Calculation Agent and any Relevant Person may have, or may have had, interests or positions, or may buy, sell or otherwise trade positions in or relating to the Proprietary Indices, or may invest or engage in transactions with other persons, or on behalf

of such persons relating to any of these items. Such activity may or may not have an impact on the Proprietary Index Level of a Proprietary Index but anyone contemplating an exposure to the Proprietary Indices should be aware that a conflict of interest could arise where any party is acting in more than one capacity, and such conflict may have an impact, positive or negative on the Proprietary Index Level.

Neither the Proprietary Index Calculation Agent nor any Relevant Person has any 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 Proprietary Indices.

(x) *The Proprietary Indices are not actively managed*

Each Proprietary Index is operated in accordance with a set methodology. There will be no active management of the Proprietary Indices so as to enhance returns beyond those that may result from the application of such methodology. As a result, hypothetical investors in a Proprietary Index may be exposed to more or less risk than investors investing in the Underlying Constituents themselves or investing in managed products.

(xi) *The Proprietary Indices could be changed or become unavailable*

The Proprietary Index Calculation Agent reserves the right to alter the methodology used to calculate any Proprietary Index or the formulae underlying such Proprietary Index or to discontinue calculation and dissemination of such Proprietary Index and an alteration may result in a decrease in the value of the Proprietary Index. As such, many aspects of the Proprietary Indices may change in the future, including, without limitation, the formulae, methodology and third party data sources.

(xii) *The Proprietary Index Calculation Agent relies upon third party data sources which may be inaccessible and/or inaccurate*

The Proprietary Index Calculation Agent relies upon third party external sources to obtain certain inputs necessary to compute the Proprietary Indices. The inability of the Proprietary Index Calculation Agent to source necessary data to carry out a Proprietary Index formula may affect the value of the Proprietary Index. In addition, the Proprietary Index Calculation Agent makes no warranty as to the correctness or completeness of that information and takes no responsibility for the accuracy of such data or the impact of any inaccuracy of such data on the value of the Proprietary Index.

(xiii) *The Momentum Strategy Proprietary Indices may not achieve their stated aim*

The Momentum Strategy Proprietary Indices are constructed using a momentum investment strategy. Momentum investing generally seeks to capitalise on positive and negative trends in the price of the assets. No assurance can be given that the investment strategy used to construct the Momentum Strategy Proprietary Indices will be successful or that the Momentum Strategy Proprietary Indices will outperform any alternative strategy that might be constructed from the Underlying Constituent of the relevant Momentum Strategy Proprietary Index.

(i) ***Certain considerations regarding hedging***

Prospective purchasers intending to purchase Certificates to hedge against the market risk associated with investing in any Relevant Factor (or a combination of any of them), should recognise the complexities of utilising Certificates in this manner. For example, the value of the Certificates may not exactly correlate with the value of the Relevant Factor (or a combination of any of them). Due to fluctuating supply and demand for the Certificates, there is no assurance that their value will correlate with movements of the Relevant Factor (or a combination of any of them). For these reasons, among others, it may not be possible to purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant index or basket. In addition, in certain cases, the

ability of Certificateholders, as the case may be, to use Certificates for hedging may be restricted by the provisions of the Securities Act.

In the ordinary course of their business, including without limitation in connection with their market-making activities, the Issuers, the Guarantor and/or any of their affiliates may effect transactions for their own account or for the account of their customers and hold long or short positions in the Relevant Factor(s). In addition, in connection with the offering of any Certificates, the Issuers, the Guarantor and/or any of their affiliates may enter into one or more hedging transactions with respect to, among others, the Relevant Factor(s). The entry into of such hedging transactions or the conduct of such market-making, proprietary or other trading activities by the Issuers, the Guarantor and/or any of their affiliates, may affect the market price, liquidity or value of the Certificates in a manner adverse to the interests of the holders thereof.

(j) ***Risks related to Credit Linked Certificates***

(i) *General*

The Issuers may issue Certificates where the amount of principal and/or interest payable are dependent upon whether certain default events (**Credit Events**) have occurred in respect of one or more Reference Entities and, if so, on the value of certain specified assets of such Reference Entity/Entities or where, if such events have occurred, on redemption the relevant Issuer's obligation is to deliver certain specified assets.

Prospective investors in any such Certificates should be aware that depending on the terms of the Credit Linked Certificates (**CLCs**) (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment.

The market price of such Certificates may be volatile and will be affected by, amongst other things, the time remaining to the redemption date and the creditworthiness of the Reference Entity(ies) which in turn may be affected by the economic, financial and political events in one or more jurisdictions.

Where the Certificates provide for physical delivery, the relevant Issuer may determine that the specified assets to be delivered are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the delivery of assets which are loans) it is impossible or illegal to deliver on the specified settlement date or (b) assets which the relevant Issuer and/or any affiliate has not received under the terms of any transaction entered into by the relevant Issuer and/or such affiliate to hedge the relevant Issuer's obligations in respect of the Certificates. Any such determination may delay settlement in respect of the Certificates and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Certificates and, in the case of payment of a cash amount, will affect the timing of the valuation of such Certificates and as a result, the amount of principal payable on redemption. Prospective investors should review the Terms and Conditions of the Certificates and the applicable Final Terms to ascertain whether and how such provisions should apply to the Certificates.

The relevant Issuer's obligations in respect of CLCs are irrespective of the existence or amount of the relevant Issuer's and/or any affiliates' credit exposure to a Reference Entity, and the relevant Issuer and/or any affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

(ii) *Certificateholders are exposed to credit risk on Reference Entities*

The holders of CLCs will be exposed to the credit of one or more Reference Entities, which exposure shall be, unless otherwise stated in the applicable Final Terms, to the full extent of their investment in such Certificates. Upon the occurrence of any specified Credit Event with respect to any Reference Entity, the Certificateholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Certificate is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity, and losses could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Certificateholders should also Certificate that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

Where cash settlement or auction settlement applies, the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in a redemption of the Certificates in a reduced nominal amount or at zero (0), and, (if applicable) in a reduction of the amount on which interest is calculated. Where physical settlement applies, the occurrence of a Credit Event may result in the redemption of the Certificates based on the valuation (or by delivery) of certain direct or indirect obligations of the affected Reference Entity, which obligations are likely to have a market value which is substantially less than their par amount.

Investors in the Certificates are accordingly exposed, as to both principal and (if applicable) interest, to the credit risk of the Reference Entity(ies). The maximum loss to an investor in the Certificates is 100 per cent. of their initial principal investment, together with (if applicable) any interest amounts.

(iii) *A Credit Event may occur prior to the Trade Date*

The Certificateholders may suffer a loss of some or all of the nominal amount of the Certificates in respect of one or more Credit Events that may be determined to have occurred prior to the Trade Date or the Issue Date. Neither the Calculation Agent or the relevant Issuer nor any of their respective affiliates has any responsibility to inform any Certificateholder, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date.

(iv) *Increased credit risk is associated with "Nth-to-default" Credit-Linked Certificates*

Where the Certificates are Nth-to-Default CLCs, the Certificates will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the Nth Reference Entity.

(v) *Credit risk may be increased where Reference Entities are concentrated in a particular sector or region*

Where the Certificates are Nth-to-Default CLCs or Linear Basket CLCs, the credit risk to investors in the Certificates may be increased, amongst other things, as a result of the concentration of Reference Entities in a particular industry sector or geographic area, or the exposure of the Reference Entities to similar financial or other risks as other Reference Entities.

(vi) *Redemption amount may be subject to a fixed recovery percentage*

Where the Certificates are Fixed Recovery CLCs, the occurrence of a Credit Event may result in an amount payable on the redemption of the Certificates that will be calculated by reference to a fixed recovery percentage. Such percentage could be materially lower than the price of the relevant obligations of the relevant Reference Entity.



(vii) *Redemption amount may be subject to a specific principal protection amount*

Where the Certificates are Principal Protected CLCs, the occurrence of a Credit Event may result in an amount payable on the redemption of the Certificates that will be calculated by reference to a specified principal protection amount and the Certificateholders may suffer a loss of some of the nominal amount of the Certificates.

(viii) *Leveraged CLCs may be early redeemed upon the occurrence of certain triggers*

Where the Certificates are Leveraged CLCs, the Certificates will be early redeemed at the Fair Market Value Redemption Amount if (a) their Fair Market Value is equal to or lower than the MV Trigger or (b) if the Reference Entity Spread (or, in the case of Linear Basket CLCs, the weighted average of the Reference Entity Spread for all Reference Entities, weighted by the proportion of the Floating Rate Payer Calculation Amount of each Reference Entity to the aggregate of the Floating Rate Payer Calculation Amounts) is equal to or greater than the relevant Spread Trigger.

The Fair Market Value and the Fair Market Value Redemption Amount of Leveraged CLCs takes into account the relevant Issuer's costs of unwinding any hedging related to the Certificates and certain other costs. The hedging unwinding costs are subject to a leverage factor which may magnify such costs and therefore increase the risk that the Leveraged CLCs will be early redeemed.

(ix) *Issuer and Calculation Agent will act in their own interests*

The relevant Issuer will exercise its rights under the terms of the Certificates, including in particular the right to designate a Credit Event and the right to select obligations of the affected Reference Entity for valuation or delivery, in its own interests and those of its affiliates, and not in the interests of investors in the Certificates. The exercise of such rights in such manner, for example by the selection of the eligible obligations of the Reference Entity having the lowest possible market value for valuation or delivery, as applicable, may result in an increased credit loss for holders of the Certificates.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent shall (in the absence of manifest error) be final and binding on the Certificateholders. In performing its duties pursuant to the Certificates and making any determinations expressed to be made by it, for example, as to substitute Reference Obligations or Successors, the Calculation Agent shall act in its sole and absolute discretion and is under no obligation to act in the interests of the Certificateholders, nor will it be liable to account for any profit or other benefit which may accrue to it as a result of such determinations. The Calculation Agent is not bound to follow, or act in accordance with, any determination of the relevant Credit Derivatives Determinations Committee.

(x) *The Hedge Amount will be determined by the Calculation Agent and may result in significant losses for Certificateholders*

The Hedge Amount may comprise costs, expenses (including loss of funding), tax, and duties incurred by the relevant Issuer in connection with the redemption of the Credit Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction, and may be substantial. In particular, the Hedge Amount may reflect any increased cost of funding of the relevant Issuer or its Affiliates – such costs may result in a material reduction in amounts payable to investors, in particular where the credit risk of the relevant Issuer is correlated to the credit risk of the Reference Entity or Reference Entities.

(xi) *Actions of Reference Entities may affect the value of the Certificates*

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of the Certificates. The Certificateholders should be aware that the Reference Entities to which the value of the Certificates is exposed, and the terms of such exposure, may change over the terms of the Certificates.

(xii) *Payments in the Certificates may be deferred or suspended*

In certain circumstances, for example where (i) a Credit Event has occurred and the related credit loss has not been determined as at the relevant date for payment, (ii) where a potential Credit Event exists as at the scheduled maturity of the Certificates, or (iii) pending a resolution of a Credit Derivatives Determinations Committee, payment of the redemption amount of the Certificates and/or interest on the Certificates may be deferred for a material period in whole or part without compensation to the holders of the Certificates and interest will cease to accrue on the earlier of (a) the period from (but excluding) the originally scheduled Redemption Date, and (b) following satisfaction of the Conditions to Settlement, either (x) the Interest Payment Date immediately preceding the Event Determination Date, or (y) the related Event Determination Date, as may be specified in the Final Terms. In no event shall interest accrue on any period commencing after the Scheduled Redemption Date.

(xiii) *Suspension of Obligations will suspend payment of principal and interest*

If the Calculation Agent determines that, under the terms of the Certificates, the obligations of the parties would be suspended pending a resolution of a CDDC all of the obligations of the relevant Issuer under each CLC (including any obligation to deliver any notices, pay any interest, principal or settlement amount or to make any delivery) shall, be and remain suspended until ISDA publicly announces that the relevant CDDC has resolved the matter in question or not to determine such matters. The Calculation Agent will provide notice of such suspension as soon as reasonably practicable; however, any failure or delay by the Calculation Agent in providing such notice will not affect the validity or effect of such suspension. No interest shall accrue on any payments which are suspended in accordance with the above.

(xiv) *Use of Auction Settlement may adversely affect returns to Certificateholders*

Where the Certificates are redeemed following the occurrence of a Credit Event by reference to an auction sponsored by ISDA, the relevant Issuer or its affiliates may act as a participating bidder in any such auction and, in such capacity, may take certain actions which may influence the Auction Final Price including (without limitation) submitting bids, offers and physical settlement requests with respect to the obligations of the Reference Entity. If the relevant Issuer or its affiliates participate in an Auction, then they will do so without regard to the interests of Certificateholders, and such participation may have a material adverse effect on the outcome of the relevant Auction and/or on the CLCs. Certificateholders will have no right to submit bids and/or offers in relation to any CLC for the purposes of any Auction.

The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the specified Reference Entity or its obligations. In particular, the Auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. Auctions may be conducted by ISDA or by a relevant third party. Neither the Calculation Agent, the relevant Issuer nor any of their respective affiliates has any responsibility for verifying that any auction price is reflective of current market values, for establishing any auction methodology or for verifying that any auction has been conducted in accordance with its rules. The relevant Issuer will have no responsibility to dispute any determination of an Auction Final Price or to verify that any Auction has been conducted in accordance with its rules.

Following a Restructuring Credit Event in relation to which ISDA sponsors multiple concurrent auctions, but where there is no auction relating to credit derivative transactions with a maturity of the Certificates, if the Calculation Agent exercises the right of the buyer of credit risk protection under the Certificates to elect that the Auction Final Price is determined by reference to an alternative Auction, the Auction Final Price so determined may be lower than the amount which would have been determined based on quotations sought from third party dealers

(xv) *Use of Cash Settlement may adversely affect returns to Certificateholders*

If the Certificates are cash settled, then, following the occurrence of a Credit Event, the Calculation Agent will be required to seek quotations in respect of selected obligations of the affected Reference Entity. Quotations obtained will be “bid-side” — that is, they will be reduced to take account of a bid-offer spread charged by the relevant dealer. Such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the affected Reference Entity (for example, liquidity constraints affecting market dealers). Accordingly, any quotations so obtained may be significantly lower than the value of the relevant obligation which would be determined by reference to (for example) the present value of related cash flows. Quotations will be deemed to be zero (0) in the event that no such quotations are available.

(xvi) *“Cheapest-to-Deliver” risk*

Since the relevant Issuer, as buyer of protection, has discretion to choose the portfolio of obligations to be valued or delivered following a Credit Event in respect of a Reference Entity where Cash Settlement or Physical Settlement applies, it is likely that the portfolio of obligations selected will be obligations of the Reference Entity with the lowest anticipated market value that are permitted to be selected pursuant to the Certificates. This could result in a lower recovery value and hence greater losses for investors in the Certificates.

(xvii) *The relevant Issuer and Calculation Agent may conduct business with, and are not obliged to disclose information on, Reference Entities*

Any member of the Group may (i) deal in any Relevant Obligation; (ii) accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business with, any Relevant Entity, or its affiliates or any other person or entity having obligations relating to any Relevant Entity or any Relevant Obligation; and (iii) act with respect to such business freely and without accountability to the Certificateholder in the same manner as if the Certificates did not exist, regardless of whether any such action might have an adverse effect on any Relevant Obligation, any Relevant Entity or the Certificates or on such Certificateholder or otherwise (including, without limitation, any action that might give rise to a Credit Event).

Any member of the Group may be, whether by virtue of the types of relationships described above or otherwise, at any time, in possession of information in relation to any Relevant Obligation or any Relevant Entity which is or may be material in the context of the Certificates and which is or may not be known to the general public or the Certificateholder. The Certificates do not create any obligation on the part of any member of the Group to disclose to the Certificateholder any such relationship or information (whether or not confidential) and no member of the Group shall be liable to the Certificateholder by reason of such non-disclosure.

(xviii) *The relevant Issuer is not obliged to suffer any loss as a result of a Credit Event*

Where the Certificates are Single Reference Entity CLCs, Nth-to-Default CLCs or Linear Basket CLCs, credit losses will be calculated for the purposes of the Certificates irrespective of whether the relevant Issuer or its affiliates has suffered an actual loss in relation to the Reference Entity or any obligations

thereof. The relevant Issuer is not obliged to account for any recovery which it may subsequently make in relation to such Reference Entity or its obligations.

(xix) *The Certificates do not represent an interest in obligations of Reference Entities*

The Certificates do not represent or convey any interest in the Reference Obligation or in any other Relevant Obligations or any direct or indirect obligation of any Relevant Entity to the Certificateholder. The relevant Issuer is not an agent of the Certificateholder for any purpose, and the Certificateholders will not have any voting or other rights in relation to such obligation. The relevant Issuer does not grant any security interest over any such obligation.

(xx) *The value of the Certificates may be adversely affected by illiquidity or cessation of indices*

In determining the value of the Certificates, dealers may take into account the level of a related credit index in addition to or as an alternative to other sources of pricing data. If any relevant index ceases to be liquid, or ceases to be published in its entirety, then the value of the Certificates may be adversely affected.

(xxi) *Historical performance may not predict future performance*

Individual Reference Entities may not perform as indicated by the historical performance of similar entities and no assurance can be given with respect to the future performance of any Reference Entities. Historical default statistics may not capture events that would constitute Credit Events for the purposes of the Certificates.

(xxii) *Limited provision of information about the Reference Entities*

Investors should conduct their own investigation and analysis with respect to the creditworthiness of Reference Entities and the likelihood of the occurrence of a Succession Event or Credit Event.

Reference Entities may not be subject to regular reporting requirements under United Kingdom securities laws. The Reference Entities may report information in accordance with different disclosure and accounting standards. Consequently, the information available for such Reference Entities may be different from, and in some cases less than, the information available for entities that are subject to the reporting requirements under the United Kingdom securities laws. None of the relevant Issuer or the Calculation Agent or any of their respective affiliates make any representation as to the accuracy or completeness of any information available with respect to the Reference Entities.

None of the relevant Issuer or the Calculation Agent or any of their respective affiliates will have any obligation to keep investors informed as to any matters with respect to the Reference Entities or any of their obligations, including whether or not circumstances exist that give rise to the possibility of the occurrence of a Credit Event or a Succession Event with respect to the Reference Entities.

(xxiii) *Cash settlement (whether by reference to an auction or a dealer poll) may be less advantageous than physical delivery of assets*

Payments on the CLCs following the occurrence of an Event Determination Date may be in cash and will reflect the value of relevant obligations of the affected Reference Entity at a given date. Such payments may be less than the recovery which would ultimately be realised by a holder of debt obligations of the affected Reference Entity, whether by means of enforcement of rights following a default or receipt of distributions following an insolvency or otherwise.

(xxiv) *Conflicts of Interest – Credit Derivatives Determinations Committees*

The relevant Issuer or any of its affiliates may act as a member of a Credit Derivatives Determinations Committee. In such case, the interests of the relevant Issuer or its affiliates may be opposed to the interests of Certificateholders and they will be entitled to and will act without regard to the interests of Certificateholders.

(xxv) *Rights associated with Credit Derivatives Determinations Committees*

The institutions which are members of each Credit Derivatives Determinations Committee owe no duty to the Certificateholders and have the ability to make determinations that may materially affect the Certificateholders, such as the occurrence of a Credit Event or a Succession Event. A Credit Derivatives Determinations Committee may be able to make determinations without action or knowledge of the Certificateholders.

Certificateholders may have no role in the composition of any Credit Derivatives Determinations Committee. Separate criteria apply with respect to the selection of dealer and non-dealer institutions to serve on a Credit Derivatives Determinations Committee and the Certificateholders may have no role in establishing such criteria. In addition, the composition of a Credit Derivatives Determinations Committee will change from time to time in accordance with the Rules, as the term of an institution may expire or an institution may be required to be replaced. The Certificateholders may have no control over the process for selecting institutions to participate on a Credit Derivatives Determinations Committee and, to the extent provided for in the Certificates, will be subject to the determinations made by such selected institutions in accordance with the Rules.

Certificateholders may have no recourse against either the institutions serving on a Credit Derivatives Determinations Committee or the external reviewers. Institutions serving on a Credit Derivatives Determinations Committee and the external reviewers, among others, disclaim any duty of care or liability arising in connection with the performance of duties or the provision of advice under the Rules, except in the case of gross negligence, fraud or wilful misconduct. Furthermore, the institutions on the Credit Derivatives Determinations Committee do not owe any duty to the Certificateholders and the Certificateholders will be prevented from pursuing claims with respect to actions taken by such institutions under the Rules.

Certificateholders should also be aware that institutions serving on a Credit Derivatives Determinations Committee have no duty to research or verify the veracity of information on which a specific determination is based. In addition, a Credit Derivatives Determinations Committee is not obligated to follow previous determinations and, therefore, could reach a conflicting determination on a similar set of facts. If the relevant Issuer or the Calculation Agent or any of their respective affiliates serve as a member of a Credit Derivatives Determinations Committee at any time, then they will act without regard to the interests of the Certificateholders.

Certificateholders are responsible for obtaining information relating to deliberations of a Credit Derivatives Determinations Committee. Notices of questions referred to the Credit Derivatives Determinations Committee, meetings held to deliberate such questions and the results of binding votes will be published on the ISDA website and neither the relevant Issuer, the Calculation Agent nor any of their respective affiliates shall be obliged to inform the Certificateholders of such information (other than as expressly provided in respect of the Certificates). Failure by the Certificateholders to be aware of information relating to deliberations of a Credit Derivatives Determinations Committee will have no effect under the Certificates and Certificateholders are solely responsible for obtaining any such information.

Investors should read the Credit Derivatives Determinations Committees Rules set forth in Annex A to the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions (published on 14 July 2009) (<http://www.isda.org/credit/revisedcrules.html>), as they exist as of the date of this Base Prospectus, and reach their own views prior to making any investment decisions. Investors should however Certify that the Rules may be amended from time to time without the consent or input of the Certificateholders and the powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result.

(xxvi) *“Restructuring Maturity Limitation and Fully Transferable Obligation” and “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” – the relevant Issuer may elect settlement terms*

In respect of a Reference Entity for which Restructuring is applicable and either “Restructuring Maturity Limitation and Fully Transferable Obligation” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” is specified as applicable (such Restructuring Credit Event, a “Mod/ModMod R Restructuring”), upon the occurrence of such Mod/ModMod R Restructuring Credit Event, and prior to 65 Business Days following the Final List Publication Date, the relevant Issuer will determine whether the Transaction Auction Settlement Terms or any Parallel Auction Settlement are applicable to the Certificates. In the event that one or more of the Transaction Auction Settlement Terms and Parallel Auction Settlement Terms is applicable to the Certificates, the relevant Issuer may elect such settlement terms as applicable by giving an Auction Settlement Amount Notice to the Calculation Agent. In making such determination and such selection, the relevant Issuer will act in its own interests and those of its affiliates, and not in the interests of the investors.

The Auction Final Price or Weighted Average Final Price may be based on one or more obligations of the Reference Entity having a final maturity date different from that of the Restructured Bond or Loan or any specified Reference Obligation – which may affect the Auction Settlement Amount determined in respect of the Certificates.

(xxvii) *Non-delivery of Deliverable Obligations and Hedge Disruption Event will not constitute an Event of Default*

Where Physical Settlement is the applicable Settlement Method, if as a result of a Hedge Disruption Event, the relevant Issuer and/or any of its affiliates have not received the Deliverable Obligations and/or cash under the terms of a Hedge Transaction, such event will not constitute an event of default for the purposes of the Certificates. In such circumstances settlement of the Certificates, may be substantially delayed and/or may be in cash (in whole or in part).

(xxviii) *Calculation Agent may modify terms of the Certificates*

The Calculation Agent may, following its determination that there has been a change in the prevailing market standard terms or market trading conventions (including, but not limited to changes that affect any CDS hedging transaction), modify the terms of the Certificates. If the Calculation Agent modifies the terms of the Certificates, it will do so without regard to the interests of the holders of the Certificates and any such modification may be prejudicial to the interests of the holder of the Certificates.

(k) ***Risks related to Disruption Events***

Linked Interest Certificates, Linked Redemption Certificates and Credit Linked Certificates may be subject to risks related to additional disruption events, market disruption events, disrupted days and other events that have a material effect on the Certificates, if applicable (each as defined in the relevant Asset Conditions, the **Disruption Events**).

The occurrence of any Disruption Event may result in the postponement of the relevant observation date relating to any Underlying or affected component Underlying of a Basket, the postponement of the relevant payment date for interest or redemption or the redemption of the Certificates by the Issuer. The amount to be paid following any postponement of the payment date will not be adjusted to take into account any interest or other sum in respect of the postponement of the payment.

Investors should be aware that the Calculation Agent has a large amount of discretion upon the occurrence of any Disruption Event. The Calculation Agent may make adjustments to the Conditions as it considers appropriate and may determine the fair market value of the relevant Underlying or good faith estimate of the level of the Index, as applicable, in accordance with the relevant Asset Conditions.

Any postponement of the observation date or payment date or any amendment to the Conditions may have an adverse effect on the value of the Certificates. The occurrences of any such event may also adversely effect the investors' investment schedule, timetable or plans in relation to which the payment dates of the Certificates are connected.

An investor in the Certificates should ensure he fully understands the nature of the Disruption Events and the possible consequences and fallbacks that could impact the Certificates or any relevant Underlying.

(1) ***Risks related to Alternative Currency Certificates***

(i) *Risks relating to Alternative Currency Certificates*

If the Certificates are Alternative Currency Certificates, the occurrence of an Alternative Currency Event may lead to postponement of payments under the Certificates, payment in an alternative currency or early redemption of the Certificates.

(ii) *Risks relating to CNY Certificates*

(I) *CNY is not freely convertible and there are significant restrictions on remittance of CNY into and outside of the PRC*

Where the Certificates are denominated in CNY, prospective investors in the Certificates should be aware that CNY is not freely convertible at present. The government of the People's Republic of China (the **PRC**) continues to regulate conversion between CNY and foreign currencies despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. As a result of the restrictions by the PRC government on cross-border CNY fund flows, the availability of CNY outside the PRC is limited.

The People's Bank of China (the **PBOC**) issued in October 2011 the Renminbi Foreign Direct Investment Settlement Rules (the **Renminbi Rules**) in order to expand cross-border use of CNY in trade and investment. Under the Renminbi Rules, in relation to CNY settled foreign direct investment, special approval from the PBOC, which was previously required, is no longer necessary.

There is no assurance that the PRC government will continue to gradually liberalise the control over cross-border CNY remittances in the future, that the pilot scheme introduced in July 2009 will not be discontinued, or that new PRC regulations will not be promulgated in the future which have the effect of restricting the remittance of CNY into or outside the PRC.

Further, holders of beneficial interests in Certificates denominated in CNY may be required to provide certifications and other information (including RMB account information) in order to receive payments in CNY in accordance with CNY clearing and settlement system for participating banks in Hong Kong.

- (II) *There is only limited availability of CNY outside the PRC, which may affect the liquidity of the Certificates and the relevant Issuer's ability to source CNY outside the PRC to service the Certificates*

As a result of the restrictions by the PRC government on cross-border CNY fund flows, the availability of CNY outside of the PRC is limited. Since February 2004, in accordance with the arrangements between the PRC central government and the Hong Kong government, licenced banks in Hong Kong may offer limited RMB-denominated banking services into Hong Kong residents and specified business customers. PBOC has also established a RMB clearing and settlement system for participating banks in Hong Kong. On 19 July 2010, further amendments were made to the Settlement Agreement on the Clearing of RMB Business (the **Settlement Agreement**) between the PBOC and the Bank of China (Hong Kong) Limited (the **CNY Clearing Bank**) to expand further the scope of CNY business for participating banks in Hong Kong. Pursuant to the revised arrangements, all corporations are allowed to open CNY accounts in Hong Kong; there is no longer any limit on the ability of corporations to convert CNY; and there is no longer any restriction on the transfer of RMB funds between different accounts in Hong Kong.

The current size of CNY-denominated financial assets outside the PRC is limited. As at 31 January 2013, the total amount of RMB deposits held by institutions authorised to engage in RMB banking business in Hong Kong amounted to approximately RMB 624 billion. In addition, participating banks are also required by the Hong Kong Monetary Authority to maintain a total amount of RMB (in the form of cash and its settlement account balance with the **CNY Clearing Bank**) of no less than 25 per cent. of their CNY deposits, which further limits the availability of CNY that participating banks can utilise for conversion services for their customers. CNY business participating banks do not have direct CNY liquidity support from the PBOC. The CNY Clearing Bank only has access to onshore liquidity support from PBOC to square open positions of participating banks for limited types of transactions, including open positions resulting from conversion services for corporations relating to cross-border trade settlement and for individual customers (who are Hong Kong residents) of up to RMB 20,000 per person per day. The CNY Clearing Bank is not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services and the participating banks will need to source CNY from the offshore market to square such open positions.

Although it is expected that the offshore CNY market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreement will not be terminated or amended in the future which will have the effect of restricting availability of CNY offshore. The limited availability of CNY outside the PRC may affect the liquidity of the Certificates. To the extent the relevant Issuer is required to source CNY in the offshore market to service the Certificates, there is no assurance that the relevant Issuer will be able to source such CNY on satisfactory terms, if at all.

- (III) *Investment in the Certificates is subject to exchange rate risks and the relevant Issuer may make payments of interest and principal originally due in CNY in U.S. dollars, Hong Kong dollars or another specified currency in certain circumstances*

There can be no assurance that access to CNY funds for the purposes of making payments under the Certificates 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's and international political and economic conditions and by many other factors. Although the relevant Issuer's primary obligation is to make all CNY payments of interest and principal or other amounts with



respect to the Certificates in CNY, in certain circumstances and if so specified, the terms of the Certificates allow the relevant Issuer to delay any such payment and/or make payment in U.S. dollars, Hong Kong dollars or another specified currency at the prevailing spot rate of exchange, an/or cancel or redeem such Certificates. As a result, the value of such payments in CNY (in U.S. dollar, Hong Kong dollar or other applicable foreign currency terms) may vary with the prevailing rates in the marketplace such that if the value of RMB depreciates against the U.S. dollar, Hong Kong dollar or other foreign currencies, the value of a Certificateholder's investment in U.S. dollars, Hong Kong dollars or other applicable foreign currency terms will decline. Foreign exchange fluctuations between an investor's home currency and CNY may also affect investors who intend to convert gains or losses from the sale or redemption of the Certificates into their home currency.

(IV) *Payments in RMB under the Certificates will only be made to investors in the manner specified in the Certificates*

Where the Certificates are denominated in CNY, all payments to investors in respect of the Certificates will be made solely by transfer to a CNY bank account maintained in the CNY Settlement Centre (for this purpose, excluding the PRC) in accordance with prevailing rules and procedures. The relevant Issuer cannot be required to make payment by any other means (including in any other currency or in bank Certificates, by cheque or draft, or by transfer to a bank account in the PRC or anywhere else outside of Hong Kong).

(V) *Interest rate risk*

The PRC government has gradually liberalised the regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. With respect to any Certificates which carry a fixed interest rate, the value of such Certificates will vary with the fluctuations in the CNY interest rates. If a Certificateholder tries to sell such Certificates before their maturity, he may receive an offer that is less than the amount he has invested.

(m) ***Risks related to Standard Interest Payoffs and Standard Redemption Payoffs***

Set out below are the principal risks related to each Standard Interest Payoff and Standard Redemption Payoff:

(i) *Standard Fixed Interest and Standard Fixed Redemption*

Please see the risk factor above entitled "*Risks related to the market generally - Interest rate risks*" for the risks related to this Standard Interest Payoff and Standard Redemption Payoff.

(ii) *Standard Floating Interest*

Please see the risk factor above entitled "*Risks related to the market generally - Interest rate risks*" for the risks related to this Standard Interest Payoff.

(iii) *Standard Asian Option Interest and Standard Asian Option Redemption*

The Linked Interest Rate applicable to Standard Asian Option Interest and/or the Redemption Payoff applicable to Standard Asian Option Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Asian Option Interest and/or the Redemption Payoff applicable to Standard Asian Option Redemption are also subject to the application of leverage. Leverage is applied to the Average Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

The Average Underlying Value is relevant in the determination of the Linked Interest Rate and/or the Redemption Payoffs. The reference to the average of the value of the Underlying means that an investor will not benefit from the highest value of the Underlying during the relevant reference period.

(iv) *Standard Collar Interest and Standard Collar Redemption*

The Linked Interest Rate applicable to Standard Collar Interest and/or the Redemption Payoff applicable to Standard Collar Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Collar Interest and/or the Redemption Payoff applicable to Standard Collar Redemption are also subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(v) *Standard Floater Interest and Standard Floater Redemption*

The Linked Interest Rate applicable to Standard Floater Interest and/or the Redemption Payoff applicable to Standard Floater Redemption may be subject to a floor, but the floor may also be specified as 'not applicable' in the applicable Final Terms. Where the floor is disappplied, the investor will be more exposed to the negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Floater Interest and/or the Redemption Payoff applicable to Standard Floater Redemption are subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified.

(vi) *Standard Floored Floater Interest and Standard Floored Floater Redemption*

The Linked Interest Rate applicable to Standard Floored Floater Interest and/or the Redemption Payoff applicable to Standard Floored Floater Redemption may be subject to a floor, but the floor may also be specified as 'not applicable' in the applicable Final Terms. Where the floor is disappplied, the investor will be more exposed to the negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Floored Floater Interest and/or the Redemption Payoff applicable to Standard Floored Floater Redemption are subject to the application of leverage. The leverage percentage or number is applied to the greater of (1) the Floor and (2) the sum of Underlying Value plus Margin. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified.

(vii) *Standard Inverse Floater Interest and Standard Inverse Floater Redemption*

The Linked Interest Rate or Redemption Payoff may change in an opposite direction to that of the value of the Underlying. The Linked Interest Rate applicable to Standard Inverse Floater Interest and/or the Redemption Payoff applicable to Standard Inverse Floater Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Inverse Floater Interest and/or the Redemption Payoff applicable to Standard Inverse Floater Redemption are also subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative or positive performance of the Underlying may be magnified. While leverage may also magnify any negative performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(viii) *Standard Strangle Interest and Standard Strangle Redemption*

In the event that the Underlying Value is zero (0), the Linked Interest Rate and/or Redemption Payoff will be the Margin.

The Linked Interest Rate applicable to Standard Strangle Interest and/or the Redemption Payoff applicable to Standard Strangle Redemption are subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified.

(ix) *Standard Alternative Basket Interest and Standard Alternative Basket Redemption*

As the Linked Interest Rate and/or Redemption Payoff are linked to the value of multiple Underlyings forming groups of asset-baskets (each, a **Basket**), investors will be exposed to the value of the Baskets and will bear the risk of the value of each of the Underlyings in the Baskets.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

Investors should also be aware of the relative value of the three groups of Baskets. For example, Basket group k will define the cap and therefore investors are at risk from a lower value of Basket group k.

The Linked Interest Rate and/or Redemption Payoff are also subject to the application of leverage. Leverage is applied to the Underlying Value of each Underlying in the Baskets. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the relevant Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(x) *Standard Strangle Basket Interest and Standard Strangle Basket Redemption*

As the Linked Interest Rate and/or Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

In the event that the correlated value of the Underlying items in the Basket is neither positive nor negative, the Linked Interest Rate may be the Margin.

The Linked Interest Rate and/or Redemption Payoff may be subject to a cap. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate may be lower than it would have been without a cap.

The Linked Interest Rate and/or Redemption Payoff are also subject to the application of leverage. Leverage is applied to the Underlying Value of each Underlying in the Basket. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the relevant Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xi) *Standard Option Basket Interest and Standard Option Basket Redemption*

As the Linked Interest Rate and/or Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket as a whole. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or Redemption Payoff are also subject to the application of leverage. Leverage is applied (1) to the Underlying Value of each Underlying in the Basket and (2) to the sum of the individual products of Underlying Value and Leverage<sub>i</sub> for each i. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may

also magnify any positive performance of the relevant Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xii) *Standard Lookback Minimum Performance Interest and Standard Lookback Minimum Performance Redemption*

The Linked Interest Rate applicable to Standard Lookback Minimum Performance Interest and/or Redemption Payoff applicable to Standard Lookback Minimum Performance Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Lookback Minimum Performance Interest and/or the Redemption Payoff applicable to Standard Lookback Minimum Performance Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the sum of Minimum Underlying Value plus the Margin. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

The Minimum Underlying Value is an additional element which is relevant in the determination of the Linked Interest Rate and/or Redemption Payoff. An investor is therefore exposed to the lowest value of the Underlying during the relevant observation period.

(xiii) *Standard Lookback Maximum Performance Interest and Standard Lookback Maximum Performance Redemption*

The Linked Interest Rate applicable to Standard Lookback Maximum Performance Interest and/or the Redemption Payoff applicable to Standard Lookback Maximum Performance Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Lookback Maximum Performance Interest and/or the Redemption Payoff applicable to Standard Lookback Maximum Performance Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the sum of Maximum Underlying Value plus the Margin. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xiv) *Standard Maximum-Minimum Interest and Standard Maximum-Minimum Redemption*

The Linked Interest Rate applicable to Standard Maximum-Minimum Interest and/or the Redemption Payoff applicable to Standard Maximum-Minimum Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap

applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Maximum-Minimum Interest and/or the Redemption Payoff applicable to Standard Maximum-Minimum Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the Minimum Underlying Value subtracted from the Maximum Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

One element in the determination of the Linked Interest Rate and/or Redemption Payoff is the Minimum Underlying Value subtracted from Maximum Underlying Value. An investor will not therefore fully benefit from the highest value of the Underlying during the relevant reference period.

(xv) *Standard Volbond Interest and Standard Volbond Redemption*

The Linked Interest Rate applicable to Standard Volbond Interest and/or the Redemption Payoff applicable to Standard Volbond Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Volbond Interest and/or the Redemption Payoff applicable to Standard Volbond Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the Absolute Value of the Final Underlying Value minus the Initial Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

An inherent factor in the calculation of the Linked Interest Rate and/or Redemption Payoff is the change in the Underlying (being Final Underlying Value minus Initial Underlying Value). As such, investors are taking a view on the change in the value of the Underlying and not its level.

(xvi) *Standard Year on Year Participation Interest and Standard Year on Year Participation Redemption*

The Linked Interest Rate applicable to Standard Year on Year Participation Interest and/or the Redemption Payoff applicable to Standard Year on Year Participation Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Year on Year Participation Interest and/or the Redemption Payoff applicable to Standard Year on Year Participation Redemption are also subject to the application of

leverage. The leverage percentage or number is applied to the value of the Margin added to the result of the Final Underlying Value divided by the Initial Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

An inherent factor in the calculation of the Linked Interest Rate and/or Redemption Payoff is the change in the Underlying (being Final Underlying Value divided by Initial Underlying Value). As such, investors are taking a view on the change in the value of the Underlying and not its level.

(xvii) *Standard Lookback Maximum Performance Basket Interest and Standard Lookback Maximum Performance Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Leverage is applied (1) to the Underlying Value of each Underlying in the Basket, and (2) to the result of Maximum Basket Value added to Margin. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xviii) *Standard Lookback Minimum Performance Basket Interest and Standard Lookback Minimum Performance Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Leverage is applied to the Underlying Value of each Underlying in the Basket and Global Leverage is applied to the result of Minimum Basket Value added to Margin. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xix) *Standard Maximum-Minimum Basket Interest and Standard Maximum-Minimum Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. The leverage percentage or number is applied (1) to the result of subtracting the Minimum Basket Value from the Maximum Basket Value and (2) to the Underlying Value of each Underlying in the Basket. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xx) *Standard Volbond Basket Interest and Standard Volbond Basket Redemption*



As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Global Leverage is applied to the Absolute Value of the Final Basket Value minus the Initial Basket Value and Leverage<sub>i</sub> is applied to each Underlying Value<sub>i</sub>. Depending on the percentage or number applied as leverage, any negative performance of any Underlying may be magnified. While leverage may also magnify any positive performance of any Underlying or the Basket, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxi) *Standard Year on Year Participation Basket Interest and Standard Year on Year Participation Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. The leverage percentage or number is applied (1) to the Final Basket Value divided by Initial Basket Value plus Margin and (2) to the Underlying Value of each Underlying in the Basket. Depending on the percentage or number applied as leverage, any negative performance of any Underlying or the Basket may be magnified. While leverage may also magnify any positive performance of any Underlying or the Basket, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxii) *Standard Fixed Digital Interest and Standard Fixed Digital Redemption*

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or the Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoffs reflecting any positive performance of the Underlying.

The Linked Interest Rate applicable to Standard Fixed Digital Interest and/or the Redemption Payoff applicable to Standard Fixed Digital Redemption is linked to the value of the relevant Underlying, and in particular, whether the value of the relevant Underlying on the relevant observation date falls within the Range, or is strictly higher or lower than any relevant Barrier Level on the relevant observation date (as specified in the applicable Final Terms). If the value of the Underlying does not fall within the Range, or is not strictly higher or lower, as specified in the applicable Final Terms, than any relevant Barrier Level on the relevant observation date, a different Fixed Rate and/or Fixed Percentage will apply (which may even be zero (0)) than the rate that would have applied if the value of the Underlying had fallen within the Range or had been strictly higher or lower, as specified in the applicable Final Terms, than any relevant Barrier Level.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed rates of interest.

(xxiii) *Standard Fixed-to-Floating Interest and Standard Fixed-to-Floating Redemption*

The Linked Interest Rate applicable to Standard Fixed-to-Floating Interest and/or the Redemption Payoff applicable to Standard Fixed-to-Floating Redemption are linked to the value of the Underlying, and in particular, whether the value of the Underlying on the relevant observation date falls within the Range (as specified in the applicable Final Terms). If the value of the Underlying does not fall within the Range, a different Linked Interest Rate and/or Redemption Payoff will apply (which may even be zero) (the **Floating Rate**) than the rate that would have applied if the value of the Underlying had fallen within the Range. If the value of the Underlying does fall within the Range, the Fixed Rate (in respect of Standard Fixed-to-Floating Interest or the Fixed Percentage (in respect of Standard Fixed-to-Floating Redemption) applies. When the Fixed Rate or Fixed Percentage applies, (1) the Fixed Rate or Fixed Percentage may be lower than the Floating Rate (with the result that the return on the Certificates, and the value of the Certificates, falls) and (2) any increases in market interest rates may adversely affect the value of the Certificates. In particular, investors are subject to the risk that any periodic increases in the Fixed Rate or Fixed Percentage for the Certificates do not keep pace with any increase in market interest rates, with the consequence that the real return on the Certificates (and the value of the Certificates) falls. Even if market interest rates decrease, investors are also subject to the risk that any periodic decreases in the Fixed Rate or Fixed Percentage may be greater than the decrease in market interest rates, with the consequence that the real return on the Certificates (and the value of the Certificates) falls. When the Floating Rate applies, (1) the Floating Rate may be lower than the Fixed Rate or Fixed Percentage (with the result that the return on the Certificates, and the value of the Certificates, falls) and (2) the spread on the Certificates may be less favourable than the spread on other floating rate securities issued by the relevant Issuer which are linked to the same reference rate.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed and floating rates of interest.

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoffs reflecting any positive performance of the Underlying.

During any period where the Floating Rate applies, the Linked Interest Rate applicable to Standard Fixed-to-Floating Interest and/or the Redemption Payoff applicable to Standard Fixed-to-Floating Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

During any period where the Floating Rate applies, the Linked Interest Rate applicable to Standard Fixed-to-Floating Interest and/or the Redemption Payoff applicable to Standard Fixed-to-Floating Redemption are also subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxiv) *Standard Range Accrual Interest and Standard Range Accrual Redemption*

One element in the determination of the Linked Interest Rate applicable to Standard Range Accrual Interest and/or the Redemption Payoff applicable to Standard Range Accrual Redemption is linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying falls within the Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of the Underlying is not within the Range on any Range Accrual Day during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff could also be zero (0).

The Linked Interest Rate applicable to Standard Range Accrual Interest and/or the Redemption Payoff applicable to Standard Range Accrual Redemption is subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Range Accrual Interest and/or the Redemption Payoff applicable to Standard Range Accrual Redemption are also subject to the application of leverage. Leverage is applied to the Global Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxv) *Standard Resettable Range Accrual Interest and Standard Resettable Range Accrual Redemption*

One element in the determination of the Linked Interest Rate applicable to Standard Resettable Range Accrual Interest and/or the Redemption Payoff applicable to Standard Resettable Range Accrual Redemption is linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying was within the Resettable Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of the Underlying is not within the Resettable Range on any Range Accrual Day during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will be zero (0).

The Linked Interest Rate applicable to Standard Resettable Range Accrual Interest and/or the Redemption Payoff applicable to Standard Resettable Range Accrual Redemption are subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Resettable Range Accrual Interest and/or the Redemption Payoff applicable to Standard Resettable Range Accrual Redemption are also subject to the application of leverage. Leverage is applied to the Global Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxvi) *Standard 3D Range Accrual Interest and Standard 3D Range Accrual Redemption*

The Linked Interest Rate applicable to Standard 3D Range Accrual Interest and/or the Redemption Payoff applicable to Standard 3D Range Accrual Redemption are linked to the number of Range Accrual Days in the relevant observation period that each Underlying Value<sub>i</sub> was within the relevant Range (as specified in the applicable Final Terms). In each case, such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give Accrual Factor<sub>1</sub>, Accrual Factor<sub>2</sub> and Accrual Factor<sub>3</sub>. In the event that any of the Underlying Value<sub>i</sub> is not within the relevant Range on any Range Accrual Day during the relevant observation period, the relevant Accrual Factor will be zero (0). If any one or more of the Accrual Factors are zero (0), the Linked Interest Rate applicable to Standard 3D Range Accrual Interest and/or the Redemption Payoff applicable to Standard 3D Range Accrual Redemption will also be zero (0).

The Linked Interest Rate applicable to Standard 3D Range Accrual Interest and/or the Redemption Payoff applicable to standard 3D Range Accrual Redemption are subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Global Underlying and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Global Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Global Underlying.

The Linked Interest Rate applicable to Standard 3D Range Accrual Interest and/or the Redemption Payoff applicable to Standard 3D Range Accrual Redemption are also subject to the application of leverage.

Leverage is applied to the Global Underlying. Depending on the percentage or number applied as leverage, any negative performance of the Global Underlying may be magnified. While leverage may also magnify any positive performance of the Global Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxvii) *Standard Total Range Accrual Interest and Standard Total Range Accrual Redemption*

One element in the determination of the Linked Interest Rate applicable to Standard Total Range Accrual Interest and/or the Redemption Payoff applicable to Standard Total Range Accrual Redemption is linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying falls within the relevant Range (as specified in the applicable Final Terms). If on either (i) each of or (ii) the minimum number of Range Accrual Days as specified in the applicable Final Terms in the relevant observation period the value of the underlying falls within the Range the Accrual Factor will be one. Otherwise, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will be zero (0).

The Linked Interest Rate applicable to Standard Total Range Accrual Interest and/or the Redemption Payoff applicable to Standard Total Range Accrual Redemption is subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Total Range Accrual Interest and/or the Redemption Payoff applicable to Standard Total Range Accrual Redemption are also subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxviii) *Standard Fixed Digital Basket Interest and Standard Fixed Digital Basket Redemption*

In the event that each Underlying Value<sub>1</sub> is within the Underlying Value<sub>1</sub> Range (as specified in the applicable Final Terms) on the relevant observation date, the Linked Interest Rate applicable to the Standard Fixed Digital Basket Interest is the Fixed Rate<sub>1</sub> and the Redemption Payoff applicable to Standard Fixed Digital Basket Redemption is the Fixed Percentage<sub>1</sub>. If Underlying Value<sub>1</sub> is not within Underlying Value<sub>1</sub> Range, the Linked Interest Rate applicable to the Standard Fixed Digital Basket Interest is the Fixed Rate<sub>2</sub> and the Redemption Payoff applicable to Standard Fixed Digital Basket Redemption is the Fixed Percentage<sub>2</sub>. Investors are subject to the risk that the Fixed Rate<sub>1</sub>/Fixed Percentage<sub>1</sub> or Fixed Rate<sub>2</sub>/Fixed Percentage<sub>2</sub> does not reflect market interest rates with the consequence that the real return on the Certificates (and the value of the Certificates) falls.

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or Redemption Payoffs paid on the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoffs notwithstanding that an Underlying has performed positively.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed rates of interest.

(xxix) *Standard Power Interest and Standard Power Redemption*

The Linked Interest Rate applicable to Standard Power Interest and/or the Redemption Payoff applicable to Standard Power Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Power Interest and/or the Redemption Payoff applicable to Standard Power Redemption are also subject to the application of leverage. Leverage is applied to the Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxx) *Standard Dual Range Accrual Interest and Standard Dual Range Accrual Redemption*

As the Linked Interest Rate and/or Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in a Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate applicable to Standard Dual Range Accrual Interest and/or the Redemption Payoff applicable to Standard Dual Range Accrual Redemption are linked to the number of Range Accrual Days in the relevant observation period that each Underlying Value<sub>i</sub> was within the relevant Underlying Value<sub>i</sub> Range. In each case, such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that each Underlying Value<sub>i</sub> is not within the relevant Underlying Value<sub>i</sub> Range on any Range Accrual Day during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factors is zero (0), the Linked Interest Rate and/or Redemption Payoff applicable to Standard Dual Range Accrual Interest will also be zero (0).

The Linked Interest Rate applicable to Standard Dual Range Accrual Interest and/or the Redemption Payoff applicable to standard Dual Range Accrual Redemption are subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of an Underlying or the Basket as a whole and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of an Underlying or the Basket as a whole. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of an Underlying or the Basket as a whole.

The Linked Interest Rate applicable to Standard Dual Range Accrual Interest and/or the Redemption Payoff applicable to Standard Dual Range Accrual Redemption are also subject to the application of

leverage. Leverage<sub>i</sub> is applied to the Underlying Value of each Underlying<sub>i</sub> in the Basket, Global Leverage is applied to the Basket Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying<sub>i</sub> may be magnified. While leverage may also magnify any positive performance of the Underlying<sub>i</sub>, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxxii) *Standard Trend Participation Interest and Standard Trend Participation Redemption*

The Linked Interest Rate applicable to Standard Trend Participation Interest and/or Redemption Payoff applicable to Standard Trend Participation Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Trend Participation Interest and/or the Redemption Payoff applicable to Standard Trend Participation Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the result of adding Margin to Underlying<sub>Observation 1</sub> divided by Underlying<sub>Observation 2</sub>. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

One inherent factor in the calculation of the Linked Interest Rate and/or the Redemption Payoff is the change in the Underlying (being Underlying<sub>Observation 1</sub> divided by Underlying<sub>Observation 2</sub>). As such, investors are taking a view on the change in the value of the Underlying and not its level.

(xxxiii) *Standard Lookback Trend Participation Interest and Standard Lookback Trend Participation Redemption*

The Linked Interest Rate applicable to Standard Lookback Trend Participation Interest and/or Redemption Payoff applicable to Standard Lookback Trend Participation Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Lookback Trend Participation Interest and/or the Redemption Payoff applicable to Standard Lookback Trend Participation Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the result of adding Margin to Underlying<sub>Observation Period 1</sub> divided by Underlying<sub>Observation Period 2</sub>. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

One inherent factor in the calculation of the Linked Interest Rate and/or the Redemption Payoff is the change in the Underlying (being Underlying<sub>Observation Period 1</sub> divided by Underlying<sub>Observation Period 2</sub>). As such, investors are taking a view on the change in the value of the Underlying and not its level. In addition, the Underlying<sub>Observation Period 1</sub> and Underlying<sub>Observation Period 2</sub> will be either the lowest Underlying Value or the

highest Underlying Value, each as observed on the relevant observation date during the relevant observation period. Therefore, the investor may not benefit from the highest value of the Underlying during the relevant reference period.

(xxxiii) *Standard Average Trend Participation Interest and Standard Average Trend Participation Redemption*

The Linked Interest Rate applicable to Standard Average Trend Participation Interest and/or Redemption Payoff applicable to Standard Average Trend Participation Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Average Trend Participation Interest and/or the Redemption Payoff applicable to Standard Average Trend Participation Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the result of adding Margin to  $\text{Average Underlying}_{\text{Observation Period 1}}$  divided by  $\text{Average Underlying}_{\text{Observation Period 2}}$ . Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

One inherent factor in the calculation of the Linked Interest Rate and/or the Redemption Payoff is the change in the Underlying (being  $\text{Average Underlying}_{\text{Observation Period 1}}$  divided by  $\text{Average Underlying}_{\text{Observation Period 2}}$ ). As such, investors are taking a view on the change in the value of the Underlying and not its level.

An additional factor in the calculation of the Linked Interest Rate and/or the Redemption Payoff is the application of Arithmetic Average or Weighted Average (as specified in the applicable Final Terms). Such averaging means that an investor will not benefit from the highest value of the Underlying during the relevant reference period.

Where Weighted Average applies, the performance of an Underlying that gives greater weight to Interest Average Dates will generally be more affected by changes in the value of any such particular Underlyings included therein than where equal weight is given to each Interest Average Date.

(xxxiv) *Standard Multi Fixed Digital Interest and Standard Multi Fixed Digital Redemption*

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or the Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoffs reflecting any positive performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff is linked to the value of the relevant Underlying, and in particular, whether the value of the relevant Underlying on the relevant observation date falls within one of the relevant ranges (as specified in the applicable Final Terms). Depending on what Range or if the value of the Underlying does not fall within a Range a different fixed rate and/or fixed percentage will apply (which may even be zero (0)) than the rate that would have applied if the value of the Underlying had fallen within any of the range.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed rates of interest.

(xxxv) *Standard Digital to Participation Interest and Standard Digital to Participation Redemption*



The Linked Interest Rate applicable to Standard Digital to Participation Interest and/or Redemption Payoff applicable to Standard Digital to Participation Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Digital to Participation Interest and/or the Redemption Payoff applicable to Standard Digital to Participation Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the result of adding Margin to  $\text{Underlying}_{\text{Observation 1}}$  divided by  $\text{Underlying}_{\text{Observation 2}}$ . Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

One inherent factor in the calculation of the Linked Interest Rate and/or the Redemption Payoff is the change in the Underlying (being  $\text{Underlying}_{\text{Observation 1}}$  divided by  $\text{Underlying}_{\text{Observation 2}}$ ). As such, investors are taking a view on the change in the value of the Underlying and not its level.

(xxxvi) *Standard Knock-out Range Accrual Interest and Standard Knock-out Range Accrual Redemption*

The Linked Interest Rate applicable to Standard Knock-out Range Accrual Interest and/or Redemption Payoff applicable to Standard Knock-out Range Accrual Redemption may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the Underlying where the cap applies and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the Underlying. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate applicable to Standard Knock-out Range Accrual Interest and/or the Redemption Payoff applicable to Standard Knock-out Range Accrual Redemption are also subject to the application of leverage. The leverage percentage or number is applied to the Global Underlying Value. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

The Linked Interest Rate applicable to Standard Knock-out Range Accrual Interest and/or the Redemption Payoff applicable to Standard Knock-out Range Accrual Redemption are linked to the number of Range Accrual Days in the relevant observation period that the Underlying was within the relevant Range. The relevant observation period is affected by the occurrence of an Accrual Factor Knock-out Event which itself depends on if the Underlying was within the relevant Accrual Factor Knock-out Range. In each case, such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the Underlying Value is not within the relevant Range on any Range Accrual Day during the relevant observation period, the relevant Accrual Factor will be zero (0). If any one or more of the Accrual Factors are zero (0), the Linked Interest Rate applicable to Standard Knock-out Range Accrual Interest and/or Redemption Payoff applicable to Standard Knock-out Range Accrual Redemption may also be zero (0).

*(xxxvii) Standard Trend Participation Basket Interest and Standard Trend Participation Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of an Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of an Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Leverage<sub>i</sub> is applied to the Underlying Value of each Underlying in the Basket, and Global Leverage is applied to the result of Margin added to Basket<sub>Observation 1</sub> divided by Basket<sub>Observation 2</sub>. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

*(xxxviii) Standard Average Trend Participation Basket Interest and Standard Average Trend Participation Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Leverage is applied (1) to the Underlying Value of each Underlying in the Basket, and (2) to the result of Margin added to Average Basket<sub>Observation 1</sub> divided by Average Basket<sub>Observation 2</sub>. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xxxix) *Standard Product Basket Interest and Standard Product Basket Redemption*

As the Linked Interest Rate and/or the Redemption Payoff are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The performance of a Basket that gives greater weight to some Underlyings in the Basket will generally be more affected by changes in the value of any such particular Underlying included therein than a Basket that gives relatively equal weight to each Underlying in the Basket.

The Linked Interest Rate and/or the Redemption Payoff may be subject to a cap and a floor. The investor may not fully participate in the positive performance of any Underlying or the Basket as a whole where the cap applies and the Linked Interest Rate and/or the Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

The Linked Interest Rate and/or the Redemption Payoff are also subject to the application of leverage. Leverage is applied to the result of Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

(xl) *Standard Multi Fixed Basket Interest and Standard Multi Fixed Basket Redemption*

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or the Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoffs reflecting any positive performance of the Underlying.

In the event that each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range (as specified in the applicable Final Terms) or any Underlying Value<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant observation date, the Linked Interest Rate applicable to the Standard Multi Fixed Basket Interest is the Fixed Rate<sub>1</sub> and the Redemption Payoff applicable to Standard Multi Fixed Basket Redemption is the Fixed Percentage<sub>1</sub>. If each Underlying Value<sub>i</sub> is not within Underlying Value<sub>i</sub> Range or no Underlying Value<sub>j</sub> is within the Underlying Value<sub>j</sub> Range, the Linked Interest Rate applicable to the Standard Multi

Fixed Basket Interest is the Fixed Rate<sub>2</sub> and the Redemption Payoff applicable to Standard Multi Fixed Basket Redemption is the Fixed Percentage<sub>2</sub>. Investors are subject to the risk that the Fixed Rate<sub>1</sub>/Fixed Percentage<sub>1</sub> or Fixed Rate<sub>2</sub>/Fixed Percentage<sub>2</sub> does not reflect market interest rates with the consequence that the real return on the Certificates (and the value of the Certificates) falls.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed rates of interest.

(xli) *Standard Fixed Range Accrual Basket Interest and Standard Fixed Range Accrual Basket Redemption*

One element in the determination of the Linked Interest Rate applicable to Standard Fixed Range Accrual Basket Interest and/or the Redemption Payoff applicable to Standard Fixed Range Accrual Basket Redemption is linked to the number of Range Accrual Days in the relevant observation period that the value of each Underlying falls within the relevant Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of each Underlying is not within the relevant Range on any Range Accrual Day during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will also be zero (0).

(n) ***Risks related to Combination Interest Payoffs and Combination Redemption Payoffs***

Set out below are the principal risks related to each Combination Interest Payoff and Combination Redemption Payoff:

(i) *General*

The Linked Interest Rate in respect of Combination Interest Payoffs and the Redemption Payoff in respect of Combination Redemption Payoffs are linked to one or more Standard Interest Payoffs and/or Standard Redemption Payoffs, respectively, as specified in the applicable Final Terms. The risks associated with Standard Interest Payoffs and/or Standard Redemption Payoffs set out above are equally applicable to Combination Interest Payoffs and/or Combination Redemption Payoffs where the relevant Standard Interest Payoff and/or Standard Redemption Payoffs are specified as applicable in the applicable Final Terms.

The Linked Interest Rate and/or Redemption Payoff may be linked to the value of the Underlying(s) that have been selected under the relevant Standard Interest Payoff(s) and/or Standard Redemption Payoffs. Negative performance of the Underlying(s) will consequently affect the value of the Linked Interest Rate and/or Redemption Payoff.

(ii) *Combination Addition Interest and Combination Addition Redemption*

In the event that the result of Standard Interest Payoff<sub>1</sub> added to Standard Interest Payoff<sub>2</sub> is less than the floor, the Linked Interest Rate of the Combination Addition Interest will be the floor, which may be zero (0).

In the event that the result of Standard Redemption Payoff<sub>1</sub> added to Standard Redemption Payoff<sub>2</sub> is less than the floor, the Redemption Payoff on the Combination Addition Redemption will be the floor, which may be zero (0).

The floor may also be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(iii) *Combination Capitalisation Interest and Combination Capitalisation Redemption*

The Linked Interest Rate applicable to Combination Capitalisation Interest is subject to the application of leverage. The leverage percentage or number is applied to the Standard Interest Payoff<sub>1</sub> selected in the applicable Final Terms. Depending on the percentage or number applied as leverage, any negative performance of the Standard Interest Payoff<sub>1</sub> may be magnified.

The Redemption Payoff applicable to Combination Capitalisation Redemption is subject to the application of leverage. The leverage percentage or number is applied to the Standard Redemption Payoff<sub>1</sub> selected in the applicable Final Terms. Depending on the percentage or number applied as leverage, any negative performance of the Standard Redemption Payoff<sub>1</sub> may be magnified.

In the event that the result of the Previous Interest Amount multiplied by the result of Leverage multiplied by the Standard Interest Payoff<sub>1</sub> added to 1 is less than the floor, the Linked Interest Rate on the Combination Capitalisation Interest will be the floor, which may be zero (0).

In the event that the result of the Alternative Redemption multiplied by the result of Leverage multiplied by the Standard Redemption Payoff<sub>1</sub> added to 1 is less than the floor, the Redemption Payoff on the Combination Capitalisation Redemption will be the floor, which may be zero (0).

The floor may also be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Redemption Payoff<sub>1</sub>, as applicable.

(iv) *Combination Complex Digital Interest and Combination Complex Digital Redemption*

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or any Redemption Payoff notwithstanding that an Underlying has performed positively.

(v) *Combination Division Interest and Combination Division Redemption*

In the event that the result of Standard Interest Payoff<sub>1</sub> divided by Standard Interest Payoff<sub>2</sub> is less than the floor, the Linked Interest Rate on the Combination Division Interest will be the floor, which may be zero (0).

In the event that the result of Standard Redemption Payoff<sub>1</sub> divided by Standard Redemption Payoff<sub>2</sub> is less than the floor, the Redemption Payoff on the Combination Division Redemption will be the floor, which may be zero (0).

The floor may also be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(vi) *Combination Multiplication Interest and Combination Multiplication Redemption*

In the event that the result of Standard Interest Payoff<sub>1</sub> multiplied by Standard Interest Payoff<sub>2</sub> is less than the Floor, the Linked Interest Rate on the Combination Multiplication Interest will be the floor, which may be zero (0).

In the event that the result of Standard Redemption Payoff<sub>1</sub> multiplied by Standard Redemption Payoff<sub>2</sub> is less than the floor, the Redemption Payoff on the Combination Multiplication Redemption will be the floor, which may be zero (0).

The floor may also be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(vii) *Combination Ratchet Interest and Combination Ratchet Redemption*

The Linked Interest Rate applicable to Combination Ratchet Interest and/or the Redemption Payoff applicable to Combination Ratchet Redemption are subject to a cap and a floor. The investor, therefore, will not fully participate in the positive value of Standard Interest Payoff<sub>1</sub> or Standard Redemption Payoff<sub>1</sub> and the Linked Interest Rate and/or Redemption Payoff may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative value of Standard Interest Payoff<sub>1</sub> or Standard Redemption Payoff<sub>1</sub>. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative value of the Standard Interest Payoff<sub>1</sub> and Standard Redemption Payoff<sub>1</sub>, as applicable.

In the event that the result of the Previous Interest Amount added to the result of Leverage multiplied by the Standard Interest Payoff is less than the floor, the Linked Interest Rate on the Combination Ratchet Interest will be the floor, which may be zero (0).

In the event that the result of the Alternative Redemption added to the result of Leverage multiplied by the Standard Redemption Payoff is less than the floor, the Redemption Payoff on the Combination Ratchet Redemption will be the floor, which may be zero (0).

(viii) *Combination Range Interest and Combination Range Redemption*

The Linked Interest Rate applicable to Combination Range Interest and/or Redemption Payoff applicable to Combination Range Redemption are linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying falls within the Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of the Underlying is not within the Range on any Range Accrual Day during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will also be zero (0).

(ix) *Combination Resettable Range Interest and Combination Resettable Range Redemption*

The Linked Interest Rate applicable to Combination Resettable Range Interest and/or the Redemption Payoff applicable to Combination Resettable Range Redemption are linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying falls within the Resettable Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of the Underlying is not within the Resettable Range during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will also be zero (0).

(x) *Combination Snowrange Interest and Combination Snowrange Redemption*

The Linked Interest Rate applicable to Combination Snowrange Interest and/or the Redemption Payoff applicable to Combination Snowrange Redemption are linked to the number of Range Accrual Days in the relevant observation period that the value of the Underlying falls within the Range (as specified in the applicable Final Terms). Such number of Range Accrual Days is divided by the total number of Range

Accrual Days in the relevant observation period to give the Accrual Factor. In the event that the value of the Underlying is not within the Range during the relevant observation period, the Accrual Factor will be zero (0). If the Accrual Factor is zero (0), the Linked Interest Rate and/or Redemption Payoff will also be zero (0).

(xi) *Combination Subtract Interest and Combination Subtract Redemption*

In the event that the result of subtracting Standard Interest Payoff<sub>2</sub> from Standard Interest Payoff<sub>1</sub> is less than the floor, the Linked Interest Rate on the Combination Subtract Interest will be the floor, which may be zero (0).

In the event that the result of subtracting Standard Redemption Payoff<sub>2</sub> from Standard Redemption Payoff<sub>1</sub> is less than the floor, the Redemption Payoff on the Combination Subtract Redemption will be the floor, which may be zero (0).

The floor may also be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(xii) *Combination Maximum Interest and Combination Maximum Redemption*

In the event that Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> is less than the Floor, the Linked Interest Rate will be the Floor, which may be zero (0).

In the event that Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub> is less than the Floor, the Redemption Payoff will be the Floor, which may be zero (0).

The Floor may also be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the Floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(xiii) *Combination Minimum Interest and Combination Minimum Redemption*

In the event that the lesser of Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> is less than the Floor, the Linked Interest Rate will be the Floor, which may be zero (0).

In the event that the lesser of Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub> is less than the Floor, the Linked Interest Rate will be the Floor, which may be zero (0).

The Floor may also be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the Floor will be zero (0) and the investor will be more exposed to the value of the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>1</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable.

(xiv) *Combination Complex Digital Basket Interest and Combination Complex Digital Basket Redemption*

The Linked Interest Rate and/or Redemption Payoff are conditional on the value the Underlying(s) relevant to the Standard Interest Payoff<sub>1</sub> and Standard Redemption Payoff<sub>1</sub>, as applicable. The leverage, cap and floor applicable to the Linked Interest Rate and/or Redemption Payoff for Combination Complex Digital Basket Interest or Combination Complex Digital Basket Redemption, respectively, are in addition to any leverage, cap or floor imbedded in the underlying Standard Interest Payoff<sub>1</sub> and Standard Redemption Payoff<sub>1</sub>, as applicable. The link to the Standard Interest Payoff<sub>1</sub> embedded in Combination Complex Digital Basket Interest and the Standard Redemption Payoff<sub>1</sub> embedded in Combination

Complex Digital Basket Redemption allows the investor to potentially benefit from a higher Linked Interest Rate and/or Redemption Payoff, but at the cost of higher volatility of the Linked Interest Rate and/or Redemption Payoff and also the value of the Certificates.

As the Linked Interest Rate and/or Redemption Payoffs are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Linked Interest Rate and/or the Redemption Payoff are linked to the value of each Underlying in the Basket and, in particular, whether the value of each Underlying in the Basket on the relevant observation date falls within the Underlying Value<sub>i</sub> Range (as specified in the applicable Final Terms). If the value of each Underlying in the Basket does not fall within the Underlying Value<sub>i</sub> Range, the Fixed Rate or Fixed Percentage, as applicable applies. If the value of each Underlying does fall within the Underlying Value<sub>i</sub> Range, the floating rate will apply.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed and floating rates of interest.

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoff notwithstanding that an Underlying has performed positively.

During any period when the floating rate applies, the Linked Interest Rate and/or Redemption Payoff are subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of any Underlying or the Basket as a whole, but will conversely be protected, to the extent of the floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as ‘not applicable’ in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

During any period when the floating rate applies, the Linked Interest Rate and/or Redemption Payoff are also subject to the application of leverage. The leverage percentage or number is applied to the Standard Interest Payoff<sub>i</sub> or the Standard Redemption Payoff<sub>i</sub>, as applicable. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

During any period where the floating rate applies, the Linked Interest Rate and/or Redemption Payoff are linked to one of the Standard Interest Payoffs or Standard Redemption Payoffs, as applicable, as specified in the applicable Final Terms. Investors should refer to the relevant risk factor relating to such Standard Interest Payoff or Standard Redemption Payoffs, as applicable.



(xv) *Combination Payoff-Linked Digital Interest and Combination Payoff-Linked Digital Redemption*

The Linked Interest Rate and/or Redemption Payoff are conditional on the value of the Standard Interest Payoff<sub>2</sub> and Standard Redemption Payoff<sub>2</sub>, as applicable which may be subject to a leverage, cap and floor.

The link to the Standard Interest Payoff<sub>1</sub> and Standard Interest Payoff<sub>2</sub> embedded in the Combination Payoff-Linked Digital Interest and Combination Payoff-Linked Digital Redemption allows the investor to potentially benefit from a higher Linked Interest Rate and/or Redemption Payoff, but at the cost of higher volatility of the Linked Interest Rate and/or Redemption Payoff and also the value of the Certificates.

During any period where the floating rate applies, the Linked Interest Rate and/or Redemption Payoff are linked to one of the Standard Interest Payoffs or Standard Redemption Payoffs, as applicable, as specified in the applicable Final Terms. Investors should refer to the relevant risk factor relating to such Standard Interest Payoff or Standard Redemption Payoffs, as applicable.

Small changes in the value of the Underlying may have disproportionate consequences on the Interest Amounts and/or Redemption Payoffs paid in respect of the Certificates and investors may not receive any Interest Amounts and/or Redemption Payoff notwithstanding that an Underlying has performed positively.

Please also see the risk factor above entitled “*Risks related to the market generally - Interest rate risks*” for the risks related to fixed and floating rates of interest.

(xvi) *Combination Complex Digital Basket Contingency Redemption*

The Redemption Payoff is conditional on the value the Underlying(s) relevant to the Standard Redemption Payoff<sub>1</sub>, as applicable. The leverage, cap, floor, margin applicable to the Redemption Payoff for Combination Complex Digital Basket Contingency Redemption, are in addition to any leverage, cap, floor or margin imbedded in the underlying Standard Redemption Payoff<sub>1</sub>. The link to the Standard Redemption Payoff<sub>1</sub> embedded in Combination Complex Digital Basket Contingency Redemption allows the investor to potentially benefit from a higher Redemption Payoff, but at the cost of higher volatility of the Redemption Payoff and also the value of the Certificates.

As the Redemption Payoffs are linked to the value of a Basket, investors will be exposed to the value of the Basket and will bear the risk of the value of each of the Underlyings in the Basket.

Investors should be aware that, even in the case of a positive performance of one or more of the Underlyings in the Basket, the value of the Basket as a whole may be negative if the performance of the other Underlyings in the Basket is negative to a greater extent.

The value of a Basket that includes a fewer number of Underlyings will generally be more affected by changes in the value of any particular Underlying included therein than a Basket that includes a greater number of Underlyings.

The Redemption Payoff is linked to the value of each Underlying in the Basket and, in particular, whether the value of each Underlying in the Basket on the relevant observation date falls within the Underlying Value<sub>i</sub> Range (as specified in the applicable Final Terms). If the value of each Underlying in the Basket does not fall within the Underlying Value<sub>i</sub> Range, the greater of zero (0) and Fixed Percentage minus Unwind Costs applies (the **fixed percentage**). If the value of each Underlying does fall within the Underlying Value<sub>i</sub> Range, the floating rate will apply.

Small changes in the value of the Underlying may have disproportionate consequences on the Redemption Payoff paid in respect of the Certificates and investors may not receive any Redemption Payoff notwithstanding that an Underlying has performed positively.

When the floating rate applies, the Redemption Payoff is subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of any Underlying or the Basket as a whole, but will conversely be protected, to the extent of the floor, from the negative performance of any Underlying or the Basket. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the Underlying.

When the floating rate applies, the Redemption Payoff is also subject to the application of leverage. The leverage percentage or number is applied to the Standard Redemption Payoff<sub>1</sub>. Depending on the percentage or number applied as leverage, any negative performance of the Underlying may be magnified. While leverage may also magnify any positive performance of the Underlying, the investor may not receive the benefit of such magnification as a result of the application of the cap, as described above.

When the floating rate applies, the Redemption Payoff is linked to one of the Standard Redemption Payoffs, as applicable, as specified in the applicable Final Terms. Investors should refer to the relevant risk factor relating to such Standard Redemption Payoffs.

When the fixed percentage applies the Redemption Payoff is subject to the application of the unwind costs which, in the case of a Redemption Determination Date corresponding to the Redemption Date or an Instalment Date, reflects an amount equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion. The investor has no way of knowing if the Certificates have been hedged, the terms of any such hedge and the consequences of when such hedge is unwound or adjusted and so have no way of knowing what this amount will be and the effect on the Redemption Payoff.

(o) ***Risks related to Payoff Features***

(i) *General*

The Payoff Features may refer to Linked Interest or Linked Redemption, as specified in the applicable Final Terms. The risks associated with Standard Interest Payoffs, Combination Interest Payoffs, Standard Redemption Payoffs and/or Combination Redemption Payoffs set out above are equally applicable to the Payoff Features where the relevant Standard Interest Payoffs, Combination Interest Payoffs, Standard Redemption Payoffs and/or Combination Redemption Payoffs are specified as applicable in the applicable Final Terms.

The Linked Interest Rate and/or Redemption Payoff determined under the Linked Interest or Linked Redemption may be linked to the value of the Underlying(s) that have been selected under the relevant Standard Interest Payoffs, Combination Interest Payoffs, Standard Redemption Payoffs and/or Combination Redemption Payoffs. Negative performance of the Underlying(s) will consequently affect the value of the Linked Interest Rate and/or Redemption Payoff determined under the Linked Interest or Linked Redemption.

(ii) *Additive Payoff Feature*

Where Additive Payoff Feature is applicable, investors should ensure they carefully understand the risks associated with each applicable payoff feature and the inter-relation of any such Payoff Features.

(iii) *Investor Interest Switch Payoff Feature and Investor Redemption Switch Payoff Feature*

Qualifying Certificateholders may elect to change:

- (a) the basis on which interest is calculated from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> and/or
- (b) the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub>.

Such election is irrevocable upon the giving of an Investor Interest Switch Notice or Investor Redemption Switch Notice, as applicable. If the investor elects to switch, there is no guarantee that Linked Interest<sub>2</sub> or Linked Redemption<sub>2</sub>, as applicable, will remain the most beneficial way of calculating the interest or the redemption for subsequent periods, as applicable.

The change of the redemption basis may have adverse tax consequences for Certificateholders and Certificateholders are advised to consult tax advisers before making an election.

(iv) *Issuer Interest Switch Payoff Feature and Issuer Redemption Switch Payoff Feature*

The relevant Issuer may elect to change:

- (a) the basis on which interest is calculated from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> and/or
- (b) the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub>.

Investors will have no control over whether or not this option is exercised by the relevant Issuer. If the relevant Issuer elects to exercise such option this may negatively affect the Linked Interest Rate and/or the Redemption Payoff, as applicable, and therefore the value of the Certificates.

The change of the redemption basis may have adverse tax consequences for Certificateholders and Certificateholders are advised to consult tax advisers before investing in the Certificates.

(v) *Knock-out Interest Switch Payoff Feature and Knock-out Redemption Switch Payoff Feature*

In the event of a Knock-out Interest Switch Payoff Feature or Knock-out Redemption Switch Payoff Feature being applicable, upon the occurrence of a Knock-out Interest Switch Event or a Knock-out Redemption Switch Event:

- (a) if the Knock-out Interest Switch Payoff Feature is applicable, the method of calculating the Linked Interest Rate will automatically switch from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub>, and/or
- (b) if the Knock-out Redemption Switch Payoff Feature is applicable, the method of calculating the Redemption Payoff with respect to the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, will automatically switch from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub>.

Investors will have no control over whether or not a switch will occur which is dependent on the value of an underlying. The switch may or may not be beneficial for investors and this feature may negatively impact value of the Certificates.

The change of the redemption basis may have adverse tax consequences for Certificateholders and Certificateholders are advised to consult tax advisers before investing in the Certificates.

(vi) *Knock-out Basket Interest Switch Payoff Feature and Knock-out Basket Redemption Switch Payoff Feature*

In the event of a Knock-out Basket Interest Switch Payoff Feature or Knock-out Basket Redemption Switch Payoff Feature being applicable, upon the occurrence of a Knock-out Basket Interest Switch Event or a Knock-out Basket Redemption Switch Event:

- (a) If the Knock-out Basket Interest Switch Payoff Feature is applicable, the method of calculating the Linked Interest Rate will automatically switch from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub>, and/or
- (b) if the Knock-out Basket Redemption Switch Payoff Feature is applicable, the method of calculating the Redemption Payoff with respect to the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, will automatically switch from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub>.

Investors will have no control over whether or not a switch will occur which is dependent on the value of the relevant underlyings. The switch may or may not be beneficial for investors and this feature may negatively impact the value of the Certificates.

The change of the redemption basis may have adverse tax consequences for Certificateholders and Certificateholders are advised to consult tax advisers before investing in the Certificates.

(vii) *Target Interest Switch Payoff Feature*

The basis on which interest is calculated will switch automatically from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> if a Target Interest Switch Event occurs. Investors will have no control over whether or not a switch will occur which depends on the amount of interest previously paid on the Certificates. Linked Interest<sub>2</sub> may be a less beneficial way of calculating the Linked Interest Rate in subsequent Interest Accrual Periods and this may also negatively affect the value of the Certificates.

(viii) *Shout Option Performance Lock-in Interest Payoff Feature and Shout Option Performance Lock-in Redemption Payoff Feature*

Qualifying Certificateholders may request to fix the Underlying Value of each relevant Underlying used to determine the interest or the Final Redemption Amount or the Instalment Redemption Amount, as the case may be:

- (a) if the Shout Option Performance Lock-in Interest Payoff Feature applies to interest, for the interest period in progress; and/or
- (b) if the Shout Option Performance Lock-in Redemption Payoff Feature applies to the redemption amount, for the purposes of determining the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be.

The Issuer has sole discretion to decline to give the relevant level meaning the Qualifying Certificateholders would not be able to fix the relevant Underlying on the date they request. The Issuer may continually decline to fix the relevant Underlying Value and so the Investor may never be able to exercise its option.

If the investor elects to fix the Underlying Value of each relevant Underlying it is irrevocable upon the giving of the Shout Option Exercise Notice and there is no guarantee that the value will be more beneficial compared to the values that may be achievable subsequently.

(ix) *Chooser Decay Interest Switch Option Payoff Feature*

Qualifying Certificateholders may elect to defer the calculation of an Interest Amount payable in respect of any Interest Accrual Period in order that such amounts are calculated in accordance with the Linked Interest Rate of any subsequent Interest Accrual Period. There is no guarantee that the Linked Interest Rate applicable in any subsequent Interest Accrual Period will be more beneficial to investors and this may also negatively affect the value of the Certificates. In order to resume payment of Interest Amounts

before the last Interest Determination Date, 100 per cent. of the holders of the outstanding Certificates must agree.

(x) *Memory Option Interest Switch Payoff Feature*

In the event that the Linked Interest Rate in any Interest Accrual Period is zero (0), where the Linked Interest Rate in any subsequent Interest Accrual Period is greater than zero (0), such Linked Interest Rate will be increased by a factor reflecting the number of previous consecutive Interest Payment Dates to which no interest was paid. There is no guarantee that the relevant Linked Interest Rate will reflect a market rate and the value of the Certificates may substantially decrease. Furthermore there is no guarantee that the Linked Interest Rate will be greater than zero (0) in which case the Interest Amounts payable under the Certificates may be zero (0).

(xi) *Flexi Option Interest Switch Payoff Feature*

Qualifying Certificateholders may elect to switch the basis on which interest is calculated from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub>. The investors may exercise the option the number of times as specified in the Final Terms following which the Interest is equal to the Flexi Interest Switch Fixed Rate. The option must be exercised on a specified number of Business Days prior to an Interest Determination Date and there is no guarantee that the Linked Interest<sub>2</sub> will remain the most beneficial way of calculating the interest for a given Interest Accrual Period. Furthermore there is no guarantee that the Flexi Interest Switch Fixed Rate will reflect a market rate and the value of the Certificates may substantially decrease.

(xii) *Pelican Option Interest Switch Payoff Feature*

In the event that any amounts are credited to the notional Reserve created under the Pelican Option Interest Switch Payoff Feature, there is no guarantee that the Interest Amounts payable in subsequent Interest Accrual Periods will be less than the Strike Price. An investor may not therefore receive all or part of any Reserve. The Reserve does not, and is not deemed to, accrue any interest and investors will not be entitled to receive any amount notionally credited to the Reserve after payment of interest calculated in accordance with the conditions in respect of the Final Interest Period.

(xiii) *Dual Currency (Interest) Payoff Feature and Dual Currency (Redemption) Payoff Feature*

If the Dual Currency (Interest) Payoff Feature or Dual Currency (Redemption) Payoff Feature applies, the interest amounts payable under the Certificates and/or the amounts payable on redemption may be paid in a currency that is different to the currency in which the Certificates are denominated. If more than one Interest Currency is specified in the applicable Final Terms the relevant Issuer may, at its discretion, choose from any one of the currencies specified and the investor will not know what currency interest amounts payable under the Certificates will be paid in prior to the relevant payment date. If more than one Redemption Currency is specified in the applicable Final Terms in respect of a Redemption Date, Early Redemption Date or Instalment Date, the relevant Issuer may, at its discretion, choose from any one of the currencies specified and the investor will not know what currency the amount payable on such date will be paid in prior to the relevant payment date. The relevant Dual Currency (Interest) Exchange Rate or the Dual Currency (Redemption) Exchange Rate, as the case may be, may be volatile and investors may receive a lower interest amount or Redemption Payoff payable on redemption than expected. Investors should also refer to the risks set out under “*Exchange rate risks and exchange controls*” for a general discussion as to risks involved in conversion.

(xiv) *Credit Event Contingency Interest Switch Payoff Feature*

In the event that an Event Determination Date occurs the interest on the Certificates will cease to accrue from the date determined in accordance with the Conditions. This is outside of the control of the investor, could happen at any time and therefore may negatively affect the value of the Certificates.

(xv) *Reset Option Interest Payoff Feature and Reset Option Redemption Payoff Feature*

If Reset Option Interest Payoff Feature or Reset Option Redemption Payoff Feature applies the Qualifying Certificateholders may request to change the leverage applicable to the Linked Interest or Linked Redemption with respect to the Final Redemption Amount or the Instalment Redemption Amount, as the case may be. Following such request the Issuer will notify the Qualifying Certificateholders of the applicable margin and the Qualifying Certificateholders may decide to exercise the option, or not. The formula used to calculate the Linked Interest Rate or the Redemption Payoff, as the case may be, involves other components and there is no guarantee that the New Leverage or the New Margin will be more beneficial when used with the other components.

(xvi) *Single Interest Payment Date Payoff Feature*

The amount payable as interest may accrue throughout the life of the Certificates based on observations and determinations throughout the life of the Certificates but will be paid as a single amount on the Single Interest Payment Date. Where Certificates are redeemed prior to the Single Interest Payment Date, there is no guarantee that the amount payable on such redemption date will take into account (i) any accrued but unpaid interest, or (ii) the amount that would have been payable as interest if the Certificates had not been redeemed early.

(xvii) *Global Cap Payoff Feature*

This payoff feature, if applicable, may result in a reduction of the Final Redemption Amount or Instalment Redemption Amount, as the case may be. Such payoff feature may limit the value of the Certificates.

(xviii) *Global Floor Payoff Feature*

This payoff feature, if applicable, allows for a minimum guaranteed Final Redemption Amount or Instalment Redemption Amount, as the case may be. This protection normally comes at the cost of the Linked Interest Rate applicable to the Certificates (to cover the cost of the guarantee).

(p) ***Risks related to Early Redemption Triggers***(i) *Issuer Call Early Redemption Trigger*

The Issuer Call Early Redemption Trigger may limit the market value of Certificates. On and prior to any Early Redemption Date, the market value of those Certificates will generally not rise substantially above the price at which they can be redeemed.

The relevant Issuer may be expected to redeem Certificates when its cost of borrowing is lower than the interest rate on the Certificates. At those times, an investor would generally not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(ii) *Knock-out Early Redemption Trigger*

The Knock-out Early Redemption Trigger, which provides that the relevant Certificates will automatically be redeemed upon the occurrence of a Knock-out Trigger, may limit the market value of the Certificates depending on the likelihood of the occurrence of a Knock-out Trigger.

At the Early Redemption Date, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(iii) *Callable Knock-out Early Redemption Trigger*

The Callable Knock-out Early Redemption Trigger, which provides that the relevant Issuer may elect to redeem the relevant Certificates upon the occurrence of a Callable Knock-out Trigger, the relevant Issuer may limit the market value of the Certificates depending on the likelihood of the occurrence of a Callable Knock-out Trigger.

The relevant Issuer may be expected to redeem Certificates when its cost of borrowing is lower than the interest rate on the Certificates. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(iv) *Target Early Redemption Trigger*

The Target Early Redemption Trigger may limit the market value of Certificates. On and prior to the Target Level being reached, the market value of those Certificates generally will not rise substantially above the price at which they can be redeemed.

At the Early Redemption Date, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(v) *Knock-out Multi Underlying Early Redemption Trigger*

The Knock-out Early Multi Underlying Redemption Trigger, which provides that the relevant Certificates will automatically be redeemed upon the occurrence of a Knock-out Multi Underlying Trigger, may limit the market value of the Certificates depending on the likelihood of the occurrence of a Knock-out Multi Underlying Trigger.

At the Early Redemption Date, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Certificates being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

(q) ***Risks related to Redemption Methods***(i) *Standard Redemption, Performance Redemption and Growth Redemption*

Investors should be aware that the Early Redemption Amount, Instalment Redemption Amount or Final Redemption Amount may be less than the nominal amount of the Certificates.

The Redemption Method applicable to the Final Redemption Amount or the Instalment Redemption Amount, as applicable, may be different to the Redemption Method applicable to the Early Redemption Amount. Where Performance Redemption or Growth Redemption applies, the Early Redemption Amount, Instalment Redemption Amount or Final Redemption Amount, as applicable, will be calculated by reference to a Redemption Payoff. Investors should have regard to the relevant risk factors which apply to the Redemption Payoff specified in the applicable Final Terms to be applicable for determining the Early Redemption Amount, the Final Redemption Amount or the Instalment Redemption Amount, as the case may be. The calculation of such Redemption Payoff may be linked to the value of one or more Underlying(s) that have been selected under the relevant Redemption Payoff. The performance of the Underlying(s) will consequently affect the Early Redemption Amount, Instalment Redemption Amount or Final Redemption Amount an investor will receive.

(ii) *Redemption Unwind costs*

Redemption Unwind Costs or Payoff Feature Unwind Costs, if applicable, reflect an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion. The investor has no way of knowing if the Certificates have been hedged, the terms of any such hedge and the consequences of when such hedge is unwound or adjusted and so have no way of knowing what this amount will be and the effect on the amount paid on redemption of the Certificates.



## DOCUMENTS INCORPORATED BY REFERENCE

*This section incorporates selected publicly available information that should be read in conjunction with this Base Prospectus.*

The following documents which have previously been published or are published simultaneously with this Base Prospectus and filed with the Central Bank of Ireland are incorporated in, and form part of, this Base Prospectus:

- (a) The English-language version of Crédit Agricole CIB's 2011 and 2012 *Document de Référence* (the **2011 Registration Document** and **2012 Registration Document**, respectively) including (on pages 145 to 218 and pages 159 to 242 respectively thereof) Crédit Agricole CIB's annual consolidated audited financial statements for the financial years ended 31 December 2011 and 2012 and the auditors reports thereon but excluding with regards to the 2011 Registration Document pages 1, 4 to 5, 38, 57 to 58, 259 to 260, 262 to 265, 267 and 269 to 270 and with regards to the 2012 Registration Document pages 1, 4 to 5, 48, 67 to 69, 283, 285 to 288, 289 and 291 to 292;
- (b) Crédit Agricole CIB FP's 2011 and 2012 Report and Financial Statements, including (on pages 4 to 15 in respect of 2011 and pages 4 to 15 in respect of 2012 ) Crédit Agricole CIB FP's annual audited financial statements for the financial year ended 31 December 2011 and 2012 and the auditors reports thereon;
- (c) Crédit Agricole CIB FG's 2011 and 2012 Report and Financial Statements, including (on pages 4 to 15 in respect of 2011 and 4 to 15 in respect of 2012) Crédit Agricole CIB FG's annual audited financial statements for the financial year ended 31 December 2011 and 2012 and the auditors reports thereon;
- (d) Crédit Agricole CIB FS's 2011 and 2012 Report and Financial Statements, including on the third and fourth pages and pages numbered 1 to 21 in respect of 2011 and on the third and fourth pages and pages numbered 1 to 20 in respect of 2012 Crédit Agricole CIB FS's annual audited financial statements for the financial years ended 31 December 2011 and 2012 and the auditors report thereon; and
- (e) The section entitled "Terms and Conditions of the Certificates" set out in the base prospectus dated 16 May 2012 in respect of the Issuers' Programme for the Issuance of Warrants and Certificates.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuers and approved by the Central Bank in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of Crédit Agricole CIB and the specified office of the Principal Certificate Agent for the time being. This Base Prospectus will also be published on the Irish Stock Exchange website ([www.ise.ie](http://www.ise.ie)). Copies of the documents incorporated by reference are available on the Irish Stock Exchange website (<http://www.ise.ie/Debt-Securities/Individual-Debt-Securities-Data>).

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus. Where only certain sections of a document referred to above are incorporated by reference in this Base Prospectus, the parts of the document which are not incorporated by reference are either not relevant to prospective investors in the Certificates or covered elsewhere in this Base Prospectus..

Each of the Issuers and the Guarantor will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the relevant Issuer or the Guarantor at its/their offices set out at the end of this Base Prospectus. In addition, such documents will be available free of charge from the specified office of the Principal Certificate Agent and, for Certificates admitted to trading on the Irish Stock Exchange's regulated market, from the specified office in Luxembourg of CACEIS Bank Luxembourg (the **Irish Listing Agent**).

Crédit Agricole CIB takes responsibility for any free translations which may be included in the 2011 Registration Document or the 2012 Registration Document. Note that only the French versions of the 2011 Registration Document and the 2012 Registration Document have been submitted to the Autorité des Marchés Financiers. Crédit Agricole CIB FS takes responsibility for any free translations which may be included in the Crédit Agricole CIB FS 2011 Report and Financial Statements or the Crédit Agricole CIB FS 2012 Report and Financial Statements. Each of the Issuers and the Guarantor will in the event of there being any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Certificates, prepare if appropriate a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Certificates

**CROSS-REFERENCE LIST**

*This section provides a cross reference of where information may be found in other documents.*

**Crédit Agricole CIB**

	<b>Page / Para (of the 2012 Registration Document unless otherwise stated)</b>
<b>1. PERSONS RESPONSIBLE</b>	Pages 58 and 289
<b>2. STATUTORY AUDITORS</b>	
2.1 Statutory Auditors	Page 290
2.2 Issuer's Audit Committee (including names of committee members and a summary of the terms of reference)	Page 55
<b>3. RISK FACTORS</b>	Pages 111 to 137, 186 to 196, 221
<b>4. INFORMATION ABOUT THE ISSUER</b>	
4.1 History and development of the relevant Issuer	Pages 10 to 12
4.2 The legal and commercial name of the relevant Issuer	Page 160
4.3 The place of registration of the relevant Issuer and its registration number	Page 160
4.4 The date of incorporation and the length of life of the relevant Issuer, except where indefinite	Page 282
4.5 The domicile and legal form of the relevant Issuer, the legislation under which the relevant Issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office)	Pages 160 and 282
<b>5. BUSINESS OVERVIEW</b>	
5.1 Principal activities	Pages 14 to 18
5.2 Principal markets	Pages 14 to 18
<b>6. ORGANISATIONAL STRUCTURE</b>	
6.1 If the relevant Issuer is part of a group, a brief description of the group and of the relevant Issuer's position within it	Pages 2 to 3, 13
6.2 If the relevant Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence	Page 161

	<b>Page / Para (of the 2012 Registration Document unless otherwise stated)</b>
<b>7. TREND INFORMATION</b>	Page 104
<b>9. ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>	Pages 48 to 57
9.1 Names, business addresses and functions in the relevant Issuer of the following persons, and an indication of the principal activities performed by them outside the relevant Issuer where these are significant with respect to that Issuer	Pages 77 to 91
9.2 Conflicts of interests	Page 92
<b>10. MAJOR SHAREHOLDERS</b>	Page 221
<b>11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>	
11.1 <b>Historical Financial Information</b>	Pages 159 to 278 (2012 Registration Document) Page 145 to 256 (2011 Registration Document)
(a) the balance sheet:	Page 163 (2012 Registration Document) Page 149 (2011 Registration Document)
(b) the income statement:	Page 162 (2012 Registration Document) Page 148 (2011 Registration Document)
(c) the cash flow statement:	Page 167 (2012 Registration Document) Page 153 (2011 Registration Document)
(d) the accounting policies and explanatory Certificates:	Pages 168 to 242 (2012 Registration Document) Pages 154 to 216 (2011 Registration Document)
(e) Auditors report:	Page 69 (2012 Registration Document) Page 58 (2011 Registration Document)
11.3 <b>Financial statements</b>	Pages 160 to 240

	<b>Page / Para (of the 2012 Registration Document unless otherwise stated)</b>
11.4 <b>Auditing of historical annual financial information</b>	Pages 241 to 247
11.5 <b>Age of latest financial information</b>	Page 159
11.6 <b>Legal and arbitration proceedings</b>	Pages 136 to 137 (legal risks) and 282 (legal status)
11.7 <b>Significant change in the relevant Issuer's financial position</b>	Page 282
<b>12. MATERIAL CONTRACTS</b>	Page 282
<b>14. DOCUMENTS ON DISPLAY</b>	Page 283

### **Crédit Agricole CIB FP**

	<b>Report and Financial Statements</b>
	Pages 4 to 15
Audited annual financial statements, related certificates and audit report for the financial year ended 31 December 2012	(balance sheet: p. 6; income statement: p. 5; cash flow statement: p. 8; certificates: pp. 9-15; audit report: p4)
Audited annual financial statements, related notes and audit report for the financial year ended 31 December 2011	Pages 4 to 15
	(balance sheet: p. 6; income statement: p. 5; cash flow statement: p. 8; notes: pp. 9-15; audit report: p. 4)

### **Crédit Agricole CIB FG**

	<b>Report and Financial Statements</b>
	Pages 4 to 15
Audited annual financial statements, related certificates and audit report for the financial year ended 31 December 2012	(balance sheet: p. 6; income statement: p. 5; cash flow statement: p. 8; certificates: pp. 9 to 15; audit report: p. 4)

**Crédit Agricole CIB FS****Report and Financial Statements**

Pages III to 20

Audited annual financial statements, related certificates and audit report for the financial year ended 31 December 2012

(balance sheet: p. 1;  
income statement: p. 2;  
cash flow statement: p. 8;  
certificates: p. 3 to 20;  
audit report: pp. III to IV)

Pages III to 21

Audited annual financial statements, related notes and audit report for the financial year ended 31 December 2011

(balance sheet: p. 1;  
income statement: p. 2;  
cash flow statement: p. 8;  
notes: p. 3 to 21; audit  
report: pp. III to IV)

**The information incorporated by reference that is not included in the cross-reference list, is considered as additional information and is not required by the relevant schedules of the Regulation (EC) No. 809/2004 (as amended).**

## **GENERAL DESCRIPTION OF THE PROGRAMME**

*This section provides a general description of the Programme.*

*The following general description is qualified in its entirety by the remainder of this Base Prospectus and constitutes a general description of the Programme for the purposes of Article 22.5(3) of the Commission Regulation (EC) No. 809/2004, as amended.*

The programme is a Programme for the issuance of Certificates under which any Issuer may from time to time issue Fixed Rate Certificates, Floating Rate Certificates, Credit Linked Certificates, Commodity Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, FX Linked Certificates, Rate Linked Certificates, Multi-Asset Basket Linked Certificates, Alternative Currency Certificates, CNY Certificates, Dual Currency Certificates, Zero Coupon Certificates and Instalment Certificates or any combination of the foregoing in accordance with and subject to all applicable laws and regulations and denominated in any currency, subject as set out herein. The applicable terms of any Certificates will be agreed between the relevant Issuer and the relevant Dealer prior to the issue of the Certificates and will be set out in the Terms and Conditions of the Certificates endorsed on, attached to, or incorporated by reference into, the Certificates, as completed by the applicable Final Terms attached to, or endorsed on, such Certificates.

## **FORM OF THE FINAL TERMS**

*This section sets out a pro forma for the Final Terms.*

*Set out below is the indicative form of Final Terms which will be completed for each Tranche of Certificates issued under the Programme.*

### **FINAL TERMS DATED [●]**

#### **CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

**(a limited liability company incorporated in France as a “Société Anonyme”)**

**and**

#### **CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED**

**(a limited liability company incorporated in Guernsey)**

**and**

#### **CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED**

**(a limited liability company incorporated in Guernsey)**

**and**

#### **CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS**

**(a limited liability company incorporated in France)**

#### **Programme for the Issuance of Certificates**

**unconditionally and irrevocably guaranteed by Crédit Agricole Corporate and Investment Bank**

**(incorporated under the laws of France)**

### **PART A – CONTRACTUAL TERMS**

[[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Certificates set forth in the Base Prospectus dated 16 May 2012 (the **2012 Conditions**) which are incorporated by reference in the Base Prospectus dated 8 July 2013 (the **Base Prospectus**)](only insert this wording where the applicable terms and conditions are those set out in the Base Prosectus dated 16 May 2012). This document [constitutes the Final Terms of the Certificates described herein for the purposes of Article 5.4 of the Directive



2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the Relevant Member State), including any relevant implementing measure in the Relevant Member State (the **Prospectus Directive**) and must be read in conjunction with [the Base Prospectus dated 8 July 2013 [as supplemented by the supplement[s] dated [●], together] (the **Base Prospectus**) which constitutes a base prospectus for the purposes of the Prospectus Directive](*insert this wording where the applicable terms and conditions are not those set out in the Base Prospectus dated 16 May 2012*)/[(1) the Base Prospectus [and the supplement[s] dated [●] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive; and (2) the 2012 Conditions (which are incorporated by reference in the Base Prospectus)] (*insert this wording where the applicable terms and conditions are those set out in the Base Prospectus dated 16 May 2012*). Full information on [Crédit Agricole Corporate and Investment Bank/ Crédit Agricole CIB Financial Products (Guernsey) Limited/Crédit Agricole CIB Finance (Guernsey) Limited/Crédit Agricole CIB Financial Solutions] (the **Issuer**) [Crédit Agricole Corporate and Investment Bank (the **Guarantor**)] and the offer of the Certificates is only available on the basis of the combination of these Final Terms and the Base Prospectus[ (including the 2012 Conditions which are incorporated by reference in the Base Prospectus)] (*insert this wording where the applicable terms and conditions are those set out in the Base Prospectus dated 16 May 2012*). [A summary of the issue of the Certificates is annexed to these Final Terms at Annex [A]. (*Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency)*)]The Base Prospectus and these Final Terms (save where these Final Terms relate to a Series of Certificates which are not admitted to trading on the Regulated market of the Irish Stock Exchange) are available for viewing on the Irish Stock Exchange website (www.ise.ie) and the Base Prospectus is also available for viewing during normal business hours at the registered office of Crédit Agricole CIB (www.ca-cib.com) and the specified office of the Principal Certificate Agent.]

*[(Include whichever of the following apply or specify as “Not Applicable” (N/A). Certificate that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Final Terms.)]*

*[(When adding information consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]*

*[(If the Certificates are (a) issued by Crédit Agricole CIB FP, Crédit Agricole CIB FG or Crédit Agricole CIB FS and (b) have a maturity of less than one year from the date of their issue, then the minimum denomination may need to be £100,000 or its equivalent in any other currency.)]*

1	Issuer:	[Crédit Agricole Corporate and Investment Bank / Crédit Agricole CIB Financial Products (Guernsey) Limited / Crédit Agricole CIB Finance (Guernsey) Limited/Crédit Agricole CIB Financial Solutions]
2	[Guarantor:	Crédit Agricole Corporate and Investment Bank]
3	Dealer:	Crédit Agricole Corporate and Investment Bank
4	(a) Series Number of the Certificates:	[●]
	(b) Tranche Number of the Series:	[●]
	(c) If Certificates to be consolidated with certificates of existing series:	[Yes][No]
5	Specified Currency:	[●] <i>(N.B. if Swedish Certificates, only SEK or EUR)</i>

- 6 Aggregate Number of Certificates:
- (a) Series: [●]
- (b) Tranche: [●]
- 7 Issue Price: [Eur [●]] [[●] per cent.]
- 8 (a) Specified Denominations: [●]
- [[●] and integral multiples of [●] in excess thereof up to and including [●].] [No Certificates in definitive form will be issued with a denomination above [●].]
- (In the case of Registered Certificates, this means the minimum integral amount in which transfers can be made.)*
- (If an issue of Certificates is (i) NOT admitted to trading on an European Economic Area regulated market; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €1,000 minimum denomination may not be required.)*
- (Certificates issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of EUR 100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)*
- (b) Calculation Amount: [●]
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B.: There must be a common factor in the case of two or more Specified Denomination.)*
- 9 (a) Issue Date: [●]
- (b) Interest Commencement Date: [Issue Date][●][Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Certificates, for example Zero Coupon Certificates.)*
- 10 Redemption Date: [(Fixed Rate Certificates) [(specify date)]]
- [(Floating Rate Certificates, Linked Interest Certificates, Linked Redemption Certificates, Zero Coupon Certificates, Instalment Certificates (other than Credit Linked Certificates)) [Interest Payment Date falling in or nearest to [(specify month and year)]]
- [(Credit Linked Certificates:) [(specify date)] (the **Scheduled Redemption Date**), subject to the provisions of Annex 2 (Credit Linked Conditions) and paragraph 25 ]
- (If Credit Linked Certificates are used in combination with another type of Certificate, use the option above for Credit Linked Certificate)*

- 11 Renouncement Notice Cut-off Time: [●]  
(*Italian Listed Certificates only*)
- 11b Expiry Date (Data di Scadenza): [●]  
(*Italian Listed Certificates only*)
- 11c Interest Record Date(s): [●]  
(*Italian Listed Certificates only*)
- 12 Type of Certificate: (*Select each that applies*)
- (a) Interest: [Fixed Rate Certificate]  
[Floating Rate Certificate]  
[Zero Coupon Certificate]  
[Linked Interest Certificate: [Commodity Linked Interest Certificate] [Index Linked Interest Certificate] [Inflation Linked Interest Certificate] [FX Linked Interest Certificate] [Rate Linked Interest Certificate] [Multi-Asset Basket Linked Interest Certificate]]  
(*Specify Multi-Asset Basket Linked Instalment Certificate if interest is linked to more than one type of Underlying*)  
[(Further particulars specified below in “PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE” [and in “PAYOFF FEATURES (IF ANY) RELATING TO INTEREST”]]]
- (b) Redemption Relevant Redemption Method(s): [Standard Redemption][and][Growth Redemption][and][Performance Redemption]  
[Credit Linked Certificate]  
[Instalment Certificate]  
[Linked Redemption Certificate: [Commodity Linked Redemption Certificate] [Index Linked Redemption Certificate] [Inflation Linked Redemption Certificate] [FX Linked Redemption Certificate] [Rate Linked Redemption Certificate] [Multi-Asset Basket Linked Redemption Certificate]]  
(*Specify Multi-Asset Basket Linked Redemption Certificate if redemption amount is linked to more than one type of Underlying*)  
[(Further particulars specified below in “PROVISIONS RELATING TO REDEMPTION” [and in “PAYOFF FEATURES (IF ANY) RELATING TO REDEMPTION”]]]
- (c) Other [[Swedish Certificates][Norwegian Certificates][Finnish Certificates] [Italian Certificates] [Alternative Currency Certificates (Further particulars specified below in “Alternative Currency Equivalent”)]]
- 13 [Date [Board] approval for issuance of Certificates [and Guarantee] obtained: [●] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Certificates or related Guarantee, any issues of Certificates by Crédit Agricole CIB or Crédit Agricole CIB FS constituting obligations under French law*)

*requires the prior authorisation of the Board of Directors in accordance with Article L 228-40 of the French Code de commerce.)*

- 14 Method of distribution: [Syndicated][Non-syndicated]
- 15 Asset Conditions: [Applicable][Not Applicable]
- Commodity Linked Asset Conditions: [Applicable][Not Applicable]
  - Index Linked Asset Conditions: [Applicable][Not Applicable]
  - FX Linked Asset Conditions: [Applicable][Not Applicable]
  - Inflation Linked Asset Conditions: [Applicable][Not Applicable]
  - Rate Linked Asset Conditions: [Applicable][Not Applicable]
  - Multi-Asset Basket Linked Asset Conditions: [Applicable][Not Applicable]
- 16 Alternative Currency Equivalent: [Applicable][Not Applicable]  
*(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) CNY Certificates: [Applicable][Not Applicable]  
*(Only applicable if it is an Alternative Currency Certificate denominated in CNY or if Dual Currency (Interest) Payoff Feature or Dual Currency (Redemption) Payoff Feature is applicable and the Interest Currency or Redemption Currency is CNY)*
  - (a) CNY Settlement Centre(s): [Hong Kong Special Administrative Region][Taiwan][Singapore][●]  
*(Only applicable if CNY Certificates)*
  - (b) Scheduled Payment Currency Jurisdiction: [●][Hong Kong] *(Only applicable if “CNY” is the Scheduled Payment Currency)*  
[●]
  - (c) Alternative Currency: [As per the Alternative Currency Conditions (if U.S. dollar)][●]  
*(Only applicable if CNY Certificates)*
  - (d) Calculation Agent responsible for making calculation and determinations pursuant to Annex 3 *(Alternative Currency Conditions)*: [●]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

*(Repeat rows (using the same variables only) as necessary where a line item is used multiple times)*

- 17 **Fixed Rate Certificate** [Applicable][Not Applicable][Applicable for the purposes of Standard Fixed Interest]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

[(*For Credit Linked Certificates*) [Applicable subject to Annex 2 (*Credit Linked Conditions*) and paragraph 25 of these Final Terms]]

[(*If Credit Event Contingency Interest Switch Payoff Feature is Applicable*) [Applicable subject to Chapter 12 of Annex 6 (*Payoff Feature Conditions*) and paragraph 21(1) of these Final Terms]]

- (a) Applicable to: [All Interest Periods]  
[The following Interest Periods: [●]]
- (b) Rate(s) of Interest: [●] per cent. per annum [payable [annually][semi-annually][quarterly] in arrear]  
[Premium: [●] per cent. All references in the Conditions to "Rate of Interest" shall be construed as references to "Premium" (*for Italian Listed Certificates only*)
- (c) Interest Payment Date(s): [[●] in each year up to and including the Redemption Date] (each a "Premium Payment Date") and all references in the Conditions to "Interest Payment Date" shall be construed as references to "Premium Payment Date"](*for Italian Listed Certificates only*)
- (d) Interest Period Dates: [●][Not Applicable]
- (e) Fixed Coupon Amount(s): [●] per [Calculation][Nominal] Amount  
(*Applicable to Certificates in definitive form*)
- (f) Broken Amount(s): [●] per [Calculation][Nominal] Amount, payable on the Interest Payment Date falling [in][on][●]  
(*Applicable to Certificates in definitive form*)
- (g) Day Count Fraction: [Actual/Actual (ISDA) or Actual/Actual]  
[Actual/Actual (ICMA)]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360 or 360/360 or Bond Basis]  
[30E/360 or Eurobond Basis]  
[30E/360 (ISDA)]  
(*N.B.: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Certificates denominated in euros*)
- (h) Interest Periods: Interest Periods will be [adjusted][unadjusted]
- (i) Business Day Convention: [Not Applicable][Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention][Preceding Business Day Convention]  
(*Specify only if "Interest Periods will be adjusted" is indicated in paragraph (h) above*)
- (j) Additional Business Centre(s): [Not Applicable][●]  
(*Specify only if "Interest Periods will be adjusted" is indicated in*

- paragraph (h) above)*
- (k) Determination Date(s):  in each year][Not Applicable]  
*(Insert regular interest payment dates[, ignoring issue date or redemption date in the case of a long or short first or last coupon])*  
*(N.B.: This will need to be amended in the case of regular interest periods which are not of equal duration)*  
*(N.B.: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- 18 **Floating Rate Certificate** ][Not Applicable][Applicable for the purposes of Standard Floating Interest]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(For Credit Linked Certificates) [Applicable subject to Annex 2 (Credit Linked Conditions) and paragraph 25 of these Final Terms]]*  
*(If Credit Event Contingency Interest Switch Payoff Feature is Applicable) [Applicable subject to Chapter 12 of Annex 6 (Payoff Feature Conditions) and paragraph 21(1) of these Final Terms]]*
- (a) Applicable to:  All Interest Periods]  
 The following Interest Periods:
- (b) Interest Payment Dates:  in each year up to and including the Redemption Date]
- (c) Interest Period Dates: ][Not Applicable]
- (d) Interest Determination Date(s):   
*(Often second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR/second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (e) Business Day Convention:  Not Applicable][Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]  
*(Specify only if “Interest Periods will be adjusted” is indicated in paragraph (n) below)*
- (f) Additional Business Centre(s):  Not Applicable][  
*(Specify only if “Interest Periods will be adjusted” is indicated in paragraph (n) below)*
- (g) Rate(s) of Interest: Determined in accordance with  Screen Rate Determination][ISDA Determination]
- (h) Screen Rate Determination:  Applicable][Not Applicable]  
 – Reference Rate:  LIBOR][EURIBOR][SHIBOR][specify other ISDA rate]  
 – Relevant Screen Page:

*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate, in the case of SHIBOR, <http://www.shibor.org>)*

- Relevant Screen Page Time: [●]  
[11.00 a.m. [(London time),(in the case of LIBOR)] [(Brussels time) (in the case of EURIBOR)]
- Relevant Inter-Bank Market: [●]  
[London inter-bank market (in the case of LIBOR)], [EURO-zone inter-bank market (in the case of EURIBOR)]
- Reference Banks: [Applicable][Not Applicable]  
*(In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)*
- (i) ISDA Determination: [Applicable][Not Applicable]
  - Floating Rate Option: [insert ISDA Floating Rate Option]
  - Designated Maturity: [●]
  - Reset Date: [●][First day of the relevant Interest Period  
*(Standard wording if Floating Rate Option is based on LIBOR or EURIBOR)*]
- (j) Margin(s): [[+/-][●] per cent. per annum[, applicable [generally]][for [●] Interest Periods]]
- (k) Minimum Rate of Interest: [●] per cent. per annum [for [●] Interest Periods]
- (l) Maximum Rate of Interest: [●] per cent. per annum [for [●] Interest Periods]
- (m) Day Count Fraction: [Actual/Actual (ISDA) or Actual/Actual]  
[Actual/Actual (ICMA)]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[Actual/360]  
[30/360 or 360/360 or Bond Basis]  
[30E/360 or Eurobond Basis]  
[30E/360 (ISDA)]
- (n) Interest Periods: Interest Periods will be [adjusted][unadjusted]
- (o) Determination Date(s): [[●] in each year][Not Applicable]  
*(Insert regular interest payment dates[, ignoring issue date or redemption date in the case of a long or short first or last coupon])*  
*(N.B.: This will need to be amended in the case of regular interest periods which are not of equal duration)*  
*(N.B.: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*

19 **Linked Interest Certificate**

[Applicable][Not Applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)**(If applicable, at least one of paragraphs 19A to 19E should be specified as Applicable)*

[(For Credit Linked Certificates) [Applicable subject to Annex 2 (Credit Linked Conditions) and paragraph 25 of these Final Terms]]

[(If Credit Event Contingency Interest Switch Payoff Feature is Applicable) [Applicable subject to Chapter 12 of Annex 6 (Payoff Feature Conditions) and paragraph 21(1) of these Final Terms]]

(a) Applicable to:

[All Interest Periods]

[The following Interest Periods: [●]]

(b) Interest Payment Date(s):

[[●] in each year up to and including the Redemption Date][●]

(c) Interest Period Dates:

[●][Not Applicable]

(d) Interest Determination Date(s):

[●]

*(Often second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR/ second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*

(e) Business Day Convention

[Not Applicable][Floating Rate Convention] [Following Business Day Convention] [Modified Following Business Day Convention][Preceding Business Day Convention]

*(Specify only if "Interest Periods will be adjusted" is indicated in paragraph (h) below)*

(f) Additional Business Centres:

[Not Applicable][●]

*(Specify only if "Interest Periods will be adjusted" is indicated in paragraph (h) below)*

(g) Day Count Fraction:

[Actual/Actual (ISDA) or Actual/Actual]

[Actual/Actual (ICMA)]

[Actual/365 (Fixed)]

[Actual/365 (Sterling)]

[Actual/360]

[30/360 or 360/360 or Bond Basis]

[30E/360 or Eurobond Basis]

[30E/360 (ISDA)]

(h) Interest Periods:

Interest Periods will be [adjusted][unadjusted]

(i) Determination Date(s):

[[●] in each year][Not Applicable]

*(Insert regular interest payment dates[, ignoring issue date or redemption date in the case of a long or short first or last*



*coupon]*

*(N.B.: This will need to be amended in the case of regular interest periods which are not of equal duration)*

*(N.B.: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*

- (j) Calculation Agent responsible for calculating the Linked Interest Rate and the Interest Amount: [•]

19A **Commodity Linked Interest Certificate** [Applicable][Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Single Underlying: [Applicable][Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

- Applicable for the purposes of: [Standard Interest Payoff [• *(Insert name of Standard Interest Payoff)*]]  
[Combination Interest Payoff [• *(Insert name of Combination Interest Payoff)*]]  
[Payoff Feature [• *(Insert name of Payoff Feature)*]]
- Commodity: [•]
- Commodity Reference Price: [Commodity Reference Dealers][•]
- Price Source: [•]
- Delivery Date: [[•] Nearby Month]] [•]
- Exchange: [•]
- Futures Contract: [•]
- Price Materiality Percentage: [•]
- Reference Dealers: [•]
- Specified Price: [high price] [low price] [average of high price and low price]  
[closing price] [opening price]  
[bid price] [asked price] [average of bid price and asked price]  
[settlement price]  
[official settlement price] [official price] [morning fixing]  
[afternoon fixing] [fixing] [spot price]

- (b) [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

- Common Pricing: [Applicable][Not Applicable]
- [[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [19B] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]

- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]  
 [Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]  
 [Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures Contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of interest)</i>	[Commodity Reference Dealers][●]	[●]	[[●] Nearby Month][●]	[●]	[●]	[●]	[●] [Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price] [bid price] [asked price] [average of bid price and asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- [[Basket][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [19B] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]

- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]  
 [Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]  
 [Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures Contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of interest)</i>	[Commodity Reference Dealers][●]	[●]	[[●] Nearby Month][●]	[●]	[●]	[●]	[●] [Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price] [bid price] [asked price] [average of bid price and asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- [[Basket][Multi-Asset Basket]: [k] [(Please also refer to paragraph[s] [19B] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]

- Applicable for the purposes of: [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]]
- [Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]]
- [Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures Contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of interest)</i>	[Commodity Reference Dealers][●]	[●]	[●] Nearby Month [●]	[●]	[●]	[●]	[●] [Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price] [bid price] [asked price] [average of bid price and asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]
<i>(Add rows as required (numbered sequentially as required))</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- (c) Additional Disruption Event: [Applicable][Not Applicable] (*non Italian Listed Certificates only*)
- (d) Market Disruption Event: [Price Source Disruption][Trading Disruption] [Disappearance of Commodity Reference Price][Material Change in Formula][Material Change in Content][Tax Disruption]
- (e) Maximum Days of Disruption: [●]  
*(If no Maximum Days of Disruption are stated, Maximum Days of Disruption will be equal to five) (Applicable only to Price Source Disruption or Trading Disruption)*
- (f) Payment Extension Days: [●]  
*(If no Payment Extension Days are stated, Payment Extension Days will be equal to two)*
- (g) Trade Date: [●]
- (h) Observation Date(s): [●]
- (i) Correction of Commodity Prices: [Applicable][Not Applicable]
  - Correction Cut-Off Date: [●] Business Days prior to the relevant Interest Payment Date

19B **FX Linked Interest Certificate**

- [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Trade Date: [●]
- (b) Single Underlying: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

- Applicable for the purposes of: [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]]  
[Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]]  
[Payoff Feature [● (*Insert name of Payoff Feature*)]]
- FX Rate(s): [●][BRL Rate]
- Reference Currency: [●]
- Reference Currency Notional Amount: [●]
- Base Currency: [●]
- FX Price Source: [Applicable[●]][Not Applicable]
- Benchmark Obligation(s): [●]
- Event Currency: [●]
- Minimum Amount: [●]
- Price Materiality: [Applicable][Not Applicable]  
*(If not applicable, delete the subparagraphs of this subparagraph)*
  - (i) Price Materiality Percentage: [●]  
[Applicable][Not Applicable]
  - (ii) Primary Rate: [●]
  - (iii) Secondary Rate: [●]
- Successor Currency: [Applicable][Not Applicable]
- (c) [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
  - [[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [19A] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]
  - Applicable for the purposes of: [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]]  
[Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]]  
[Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying:	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable][Not Applicable]	[Applicable][Not Applicable]	<i>(Delete column if Price Materiality is not applicable)</i> [●]	<i>(Delete column if Price Materiality is not applicable)</i> [●]	[Applicable][Not Applicable]
<i>(Add rows (numbered sequentially)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

ally) as required )

- [[Basket][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [19A] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components))]
- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]  
[Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]  
[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable] [Not Applicable]	[Applicable] [Not Applicable]	(Delete column if Price Materiality is not applicable) [●]	(Delete column if Price Materiality is not applicable) [●]	[Applicable] [Not Applicable]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

- [[Basket][Multi-Asset Basket]: [k] [(Please also refer to paragraph[s] [19A] [and] [19C] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components))]
- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]  
[Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]  
[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable] [Not Applicable]	[Applicable] [Not Applicable]	(Delete column if Price Materiality is not applicable) [●]	(Delete column if Price Materiality is not applicable) [●]	[Applicable] [Not Applicable]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

- (d) Additional Disruption Event: [Applicable][Not Applicable] (non Italian Listed Certificates only)
- (e) Observation Date(s): [●]
- (f) Illiquidity Valuation Date: [●]
- (g) Maximum Days of Disruption: [[●] FX Business Days]  
(If nothing is specified the default is five (5) FX Business Days)
- (h) Payment Extension Date: [[●] FX Business Days]

*(If nothing is specified the default is two (2) FX Business Days)*

- (i) JPY Price Source Disruption: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- JPY Relevant Page: [•]
- JPY Fallback Page1: [•]
- JPY Fallback Page2: [•]
- (j) Valuation Time: [Closing][•][Intraday]  
*(Specify as per Asset Conditions)*

**19C Index Linked Interest Certificate**

[Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Trade Date: [•]
- (b) Single Underlying: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
  - Applicable for the purposes of: [Standard Interest Payoff [• *(Insert name of Standard Interest Payoff)*]]  
[Combination Interest Payoff [• *(Insert name of Combination Interest Payoff)*]]  
[Payoff Feature [• *(Insert name of Payoff Feature)*]]
  - Index: [•][Not Applicable]
  - Proprietary Index: [•][Not Applicable]
  - Exchange: [•][Not Applicable]
  - Index Sponsor: [•][Not Applicable]
  - Related Exchange: [•][All Exchanges][Not Applicable]
  - Valuation Time: [Closing]  
[Intraday]
  - Bloomberg Ticker: [•][Not Applicable]
- (c) [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
  - [[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]
  - Applicable for the purposes of: [Standard Interest Payoff [• *(Insert name of Standard Interest Payoff)*]]  
[Combination Interest Payoff [• *(Insert name of Combination Interest Payoff)*]]

Form of the Final Terms

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	[●]	[●]	[●][Not Applicable]	[●][Not Applicable]	[●][All Exchanges] [Not Applicable]	[Closing] [Intraday]	[●][Not Applicable]
<i>(Add rows numbered sequentially ) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

– [[Basket][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]

– Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]

[Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	[●]	[●]	[●][Not Applicable]	[●][Not Applicable]	[●][All Exchanges] [Not Applicable]	[Closing] [Intraday]	[●][Not Applicable]
<i>(Add rows numbered sequentially ) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

– [[Basket][Multi-Asset Basket]: [k] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19D] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]

– Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]

[Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	[●]	[●]	[●][Not Applicable]	[●][Not Applicable]	[●][All Exchanges] [Not Applicable]	[Closing] [Intraday]	[●][Not Applicable]
<i>(Add rows numbered ) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

*sequentially as required) as required) as required) as required) as required) as required) as required)*  
 ) as  
 required)

- (d) Additional Disruption Event: [Applicable][Not Applicable] (*non Italian Listed Certificates only*)
- (e) Observation Date(s): [●][In the event that an Observation Date is a Disrupted Date [Omission][Postponement][Modified Postponement] will apply.]
- (f) Maximum Days of Disruption: [8 Scheduled Trading Days][[●] Scheduled Trading Days]
- 19D **Inflation Linked Interest Certificate** [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Single Underlying: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
- Applicable for the purposes of: [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]]  
 [Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]]  
 [Payoff Feature [● (*Insert name of Payoff Feature*)]]
  - Inflation Index: [●]
  - Inflation Index Sponsor: [●]
  - Reference Month: [●]
  - Related Bond: [●] [Not Applicable]  
*(if not applicable, default Related Bonds is the Fallback Bond)*
- (b) [Observation Date(s): [●]]
- (c) [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
- [[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components)]]
  - Applicable for the purposes of: [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]]  
 [Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]]  
 [Payoff Feature [● (*Insert name of Payoff Feature*)]]



Form of the Final Terms

Underlying:	Inflation Index:	Inflation Index Sponsor:	Reference Month:	Related Bond:
[1]	[•]	[•]	[•]	[•] [Not Applicable] <i>(If not applicable, default Related Bond is the Fallback Bond)</i>
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
–	[[Basket][Multi-Asset Basket]:	[j]	[(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components))]	
–	Applicable for the purposes of:	[Standard Interest Payoff [•	( <i>Insert name of Standard Interest Payoff</i> )]	
		[Combination Interest Payoff [•	( <i>Insert name of Combination Interest Payoff</i> )]	
		[Payoff Feature [•	( <i>Insert name of Payoff Feature</i> )]	
Underlying:	Inflation Index:	Inflation Index Sponsor:	Reference Month:	Related Bond:
[1]	[•]	[•]	[•]	[•] [Not Applicable] <i>(If not applicable, default Related Bond is the Fallback Bond)</i>
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

<ul style="list-style-type: none"> <li>- [[Basket][Multi-Asset Basket]:</li> <li>- Applicable for the purposes of:</li> </ul>	<p>[k] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19E] [and] [19F] for details of other Multi-Asset Basket Components))]</p> <p>[Standard Interest Payoff [● (<i>Insert name of Standard Interest Payoff</i>))]</p> <p>[Combination Interest Payoff [● (<i>Insert name of Combination Interest Payoff</i>))]</p> <p>[Payoff Feature [● (<i>Insert name of Payoff Feature</i>))]</p>			
<p>Underlying:</p>	<p>Inflation Index:</p>	<p>Inflation Index Sponsor:</p>	<p>Reference Month:</p>	<p>Related Bond:</p>
<p>[1]</p>	<p>[●]</p>	<p>[●]</p>	<p>[●]</p>	<p>[●]</p>
<p><i>(Add rows (numbered sequentially) as required)</i></p>	<p><i>(Add rows as required)</i></p>	<p><i>as (Add rows as required)</i></p>	<p><i>as (Add rows as required)</i></p>	<p><i>(Add rows as required)</i></p>
<p>19E <b>Rate Linked Interest Certificate</b></p>	<p>[Applicable][Not Applicable]</p> <p><i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i></p>			
<p>(a) Single Underlying:</p>	<p>[Applicable][Not Applicable]</p> <p><i>(If not applicable, delete the remaining subparagraphs of this subparagraph)</i></p>			
<ul style="list-style-type: none"> <li>- Applicable for the purposes of:</li> </ul>	<p>[Standard Interest Payoff [● (<i>Insert name of Standard Interest Payoff</i>))]</p> <p>[Combination Interest Payoff [● (<i>Insert name of Combination Interest Payoff</i>))]</p> <p>[Payoff Feature [● (<i>Insert name of Payoff Feature</i>))]</p>			
<ul style="list-style-type: none"> <li>- Benchmark Rate</li> </ul>	<p>[LIBOR][EURIBOR][SHIBOR][<i>specify other ISDA rate</i>]</p>			
<ul style="list-style-type: none"> <li>- Determination of Benchmark Rate Level</li> </ul>	<p>[ISDA Determination][Screen Rate Determination]</p>			
<ul style="list-style-type: none"> <li>- Screen Rate Determination:</li> </ul>	<p>[Applicable][Not Applicable]</p>			
<ul style="list-style-type: none"> <li>• Relevant Screen Page:</li> </ul>	<p>[●][Not Applicable]</p> <p><i>(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, <a href="http://www.shibor.org">http://www.shibor.org</a>)</i></p>			
<ul style="list-style-type: none"> <li>• Relevant Screen Page Time:</li> </ul>	<p>[●][Not Applicable]</p> <p><i>(11.00 a.m. (London time, in the case of LIBOR, or Brussels time,</i></p>			

in the case of EURIBOR))

- Relevant Inter-Bank Market: [●][Not Applicable]  
(London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)
- Reference Banks: [Applicable][Not Applicable]  
(In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)
- ISDA Determination: [Applicable][Not Applicable]
  - Floating Rate Option: [insert ISDA Floating Rate Option]
  - Designated Maturity: [●]
  - Reset Date: [●][First day of the relevant Interest Period  
(Standard wording if Floating Rate Option is based on LIBOR or EURIBOR)][Not Applicable]
- (b) [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this subparagraph)
  - [[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19D] [and] [19F] for details of other Multi-Asset Basket Components))]
  - Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]  
[Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]  
[Payoff Feature [● (Insert name of Payoff Feature)]]

	[ISDA Determination]				[Screen Rate Determination]				
Underlying	Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:	Reference Banks:
[1]	[LIBOR][EURIBOR][SHIBOR] [specify other ISDA rate]	[ISDA Determination] [Screen Rate Determination]	[insert ISDA Floating Rate Option][Not Applicable]	[●][Not Applicable]	[●][First day of the relevant Interest Period (Standard wording if Floating Rate Option is based on LIBOR or EURIBOR)][Not Applicable]	[●][Not Applicable] (In the case of EURIBOR, if not Reuters EURIBOR1 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, <a href="http://www.shibor.org">http://www.shibor.org</a> )	[●][Not Applicable] (11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR))	[●][Not Applicable] (London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)	[Applicable][Not Applicable] (In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)
((Add rows (numbered sequentially) as required))	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

- [[Basket][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19D] [and] [19F] for details of other Multi-Asset Basket Components))]

- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]
- [Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]
- [Payoff Feature [● (Insert name of Payoff Feature)]]

	[ISDA Determination]				[Screen Rate Determination]				
Underlying	Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:	Reference Banks:
[1]	[LIBOR][EURIBOR][SHIBOR] [specify other ISDA rate]	[ISDA Determination] [Screen Rate Determination]	[insert ISDA Floating Rate Option][Not Applicable]	[●][Not Applicable]	[●][First day of the relevant Interest Period (Standard wording if Floating Rate Option is based on LIBOR or EURIBOR)][Not Applicable]	[●][Not Applicable] (In the case of EURIBOR, if not Reuters EURIBOR1 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, http://www.shibor.org)	[●][Not Applicable] (11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR))	[●][Not Applicable] (London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)	[Applicable][Not Applicable] (In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)
((Add rows (numbered sequentially) as required))	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

- [[Basket][Multi-Asset Basket]: [k] [(Please also refer to paragraph[s] [19A] [and] [19B] [and] [19C] [and] [19D] [and] [19F] for details of other Multi-Asset Basket Components)]]
- Applicable for the purposes of: [Standard Interest Payoff [● (Insert name of Standard Interest Payoff)]]
- [Combination Interest Payoff [● (Insert name of Combination Interest Payoff)]]
- [Payoff Feature [● (Insert name of Payoff Feature)]]

	[ISDA Determination]				[Screen Rate Determination]				
Underlying	Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:	Reference Banks:
[1]	[LIBOR][EURIBOR][SHIBOR] [specify other ISDA rate]	[ISDA Determination] [Screen Rate Determination]	[insert ISDA Floating Rate Option][Not Applicable]	[●][Not Applicable]	[●][First day of the relevant Interest Period (Standard wording if Floating Rate Option is based on LIBOR or EURIBOR)][Not Applicable]	[●][Not Applicable] (In the case of EURIBOR, if not Reuters EURIBOR1 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, http://www.shibor.org)	[●][Not Applicable] (11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR))	[●][Not Applicable] (London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)	[Applicable][Not Applicable] (In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)
((Add rows (numbered sequentially) as required))	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

- (c) Specified Currency: [●]
- (d) Observation Date(s): [●]

- (e) ISDA Definitions: [As specified in the Rate Linked Asset Conditions][●]
- 19F **Multi-Asset Basket Linked Interest Certificate** [Applicable][Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (If applicable, at least two of paragraphs 19A to 19E should be specified as Applicable)*
- (a) Additional Disruption Event: [Applicable][Not Applicable] (*non Italian Listed Certificates only*)
- (b) Maximum Days of Disruption: [●]
- (c) Multi-Asset Basket Component: [Each][*(specify)*] [Commodity][Index][Proprietary Index][Inflation Index][FX Rate][Benchmark Rate] set out in paragraph [19A] [and] [19B] [and] [19C] [and] [19D] [and] [19E] for the purposes of [Standard Interest Payoff [● (*Insert name of Standard Interest Payoff*)]] [Combination Interest Payoff [● (*Insert name of Combination Interest Payoff*)]] [Payoff Feature [● (*Insert name of Payoff Feature*)]]
- (d) Observation Date(s): [●]
- 19G **Standard Interest Payoff Provisions** [Applicable][Not Applicable]
- (Select only the applicable Standard Interest Payoff(s))*
- (Repeat rows (using the same variables only) as necessary where a Standard Interest Payoff Provision is used multiple times, e.g. for a Combination Interest Payoff or a Payoff Feature.)*
- (a) Standard Fixed Interest: [Applicable][Not Applicable]
- (as completed in paragraph 17 of these Final Terms for the purposes of this Standard Interest Payoff)
- (If applicable fill in variables under paragraph 17 above)*
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- (b) Standard Floating Interest: [Applicable][Not Applicable]
- (as completed in paragraph 18 of these Final Terms for the purposes of this Standard Interest Payoff)
- (If applicable fill in variables under paragraph 14 above)*

- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
- (c) Standard Asian Option Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
  - Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
  - Cap: [●][Not Applicable]
  - Fixed Rate: [●]
  - Floor: [●][Not Applicable]
  - Leverage: [●]
  - Underlying: [●]  
(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- (d) Standard Collar Interest [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a [Applicable as [Linked Interest][1][2]][Not Applicable]

- | Payoff | Feature:  | (If not applicable, delete the following sub-paragraph)  |
|--------|---|--|
| –      | Relevant Payoff Feature:  | [●]<br>(Insert name of Payoff Feature)   |
| –      | Cap:  | [●][Not Applicable]  |
| –      | Floor:  | [●][Not Applicable]  |
| –      | Interest Observation Date(s):                                   | Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period   |
| –      | Leverage:   | [●]  |
| –      | Margin:   | [●]  |
| –      | Underlying:   | [●]<br>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate) |
| (e)    | Standard Floater Interest                                       | [Applicable][Not Applicable]   |
| –      | Applicable Interest Period:                                     | [All Interest Periods]<br>[The following Interest Periods: [●]]  |
| –      | Applicable for the purposes of the Combination Interest Payoff: | [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]<br>(If not applicable, delete the following sub-paragraph)  |
| –      | Relevant Combination Interest Payoff:                           | [●]<br>(Insert name of Combination Interest Payoff)  |
| –      | Applicable for the purposes of a Payoff Feature:                | [Applicable as [Linked Interest][1][2]][Not Applicable]<br>(If not applicable, delete the following sub-paragraph)   |
| –      | Relevant Payoff Feature:  | [●]<br>(Insert name of Payoff Feature)   |
| –      | Floor:  | [●]  |
| –      | Interest Observation Date(s):                                   | Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period   |
| –      | Leverage:   | [●]  |
| –      | Margin:   | [●]  |
| –      | Underlying:   | [●]<br>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate) |
| (f)    | Standard Floored Floater Interest                               | [Applicable][Not Applicable]   |
| –      | Applicable Interest Period:                                     | [All Interest Periods]<br>[The following Interest Periods: [●]]  |
| –      | Applicable for the purposes of the Combination Interest Payoff: | [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]<br>(If not applicable, delete the following sub-paragraph)  |

- Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
  - Floor: [●][Not Applicable]
  - Interest Observation Date(s): Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
  - Leverage: [●]
  - Margin: [●]
  - Underlying: [●]  
(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- (g) Standard Inverse Floater Interest [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
  - Cap: [●][Not Applicable]
  - Fixed Rate: [●]
  - Floor: [●][Not Applicable]
  - Interest Observation Date(s): [Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
  - Leverage: [●]
  - Underlying: [●]  
(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- (h) Standard Strangle Interest [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]



- Applicable for the purposes of the Combination Interest Payoff: [The following Interest Periods: [●]] [Applicable as [Standard Interest Payoff][1][2]][Not Applicable] *(If not applicable, delete the following sub-paragraph)*
  - Relevant Combination Interest Payoff: [●] *(Insert name of Combination Interest Payoff)*
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable] *(If not applicable, delete the following sub-paragraph)*
  - Relevant Payoff Feature: [●] *(Insert name of Payoff Feature)*
  - Interest Observation Date(s): Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
  - Leverage: [●]
  - Margin: [●]
  - Underlying: [●] *(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*
- (i) Standard Alternative Basket Interest [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods] [The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable] *(If not applicable, delete the following sub-paragraph)*
  - Relevant Combination Interest Payoff: [●] *(Insert name of Combination Interest Payoff)*
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable] *(If not applicable, delete the following sub-paragraph)*
  - Relevant Payoff Feature: [●] *(Insert name of Payoff Feature)*
  - Interest Observation Date(s): [Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
  - Margin<sub>1</sub>: [●]
  - Margin<sub>2</sub>: [●]
  - Margin<sub>3</sub>: [●]

**i**

**Underlying:**

**Leverage:**

1

[●]

[●]

*(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant*

*Commodity, Index, Proprietary Index,  
Inflation Index, FX Rate or  
Benchmark Rate)*

*(Add rows (numbered sequentially) as  
required)*

*(Add rows as required)*

*(Add rows as required)*

**j:**

**Underlying<sub>j</sub>:**

**Leverage<sub>j</sub>:**

1

[●]

[●]

*(with further information set out in  
paragraph [●] (Insert reference to  
correct Asset Condition line item) of  
these Final Terms) (The relevant  
Commodity, Index, Proprietary Index,  
Inflation Index, FX Rate or  
Benchmark Rate)*

*(Add rows (numbered sequentially) as  
required)*

*(Add rows as required)*

*(Add rows as required)*

**k:**

**Underlying<sub>k</sub>:**

**Leverage<sub>k</sub>:**

1

[●]

[●]

*(with further information set out in  
paragraph [●] (Insert reference to  
correct Asset Condition line item) of  
these Final Terms) (The relevant  
Commodity, Index, Proprietary Index,  
Inflation Index, FX Rate or  
Benchmark Rate)*

*(Add rows (numbered sequentially) as  
required)*

*(Add rows as required)*

*(Add rows as required)*

Standard Strangle Basket Interest:

[Applicable][Not Applicable]

– Applicable Interest Period:

[All Interest Periods]

[The following Interest Periods: [●]]

– Applicable for the purposes of the  
Combination Interest Payoff:

[Applicable as [Standard Interest  
Payoff][1][2]][Not Applicable]

*(If not applicable, delete the following sub-  
paragraph)*

– Relevant Combination Interest Payoff:

[●]

*(Insert name of Combination Interest Payoff)*

– Applicable for the purposes of a Payoff  
Feature:

[Applicable as [Linked Interest][1][2]][Not  
Applicable]

*(If not applicable, delete the following sub-  
paragraph)*

– Relevant Payoff Feature:

[●]

*(Insert name of Payoff Feature)*

– Cap:

[●][Not Applicable]

– Interest Observation Date(s):

Each date falling [●] Business Days immediately

preceding the [first][last] day of the Interest Accrual Period

– Margin: [●]

**i Underlying: Leverage:**

1 [●] [●]

(with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

Standard Option Basket Interest: [Applicable][Not Applicable]

– Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]

– Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(*If not applicable, delete the following subparagraph*)

– Relevant Combination Interest Payoff: [●]  
(*Insert name of Combination Interest Payoff*)

– Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(*If not applicable, delete the following subparagraph*)

– Relevant Payoff Feature: [●]  
(*Insert name of Payoff Feature*)

– Cap: [●][Not Applicable]

– Floor: [●][Not Applicable]

– Global Leverage: [●]

– Interest Observation Date(s): [Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]

– Margin: [●]

**i Underlying: Leverage:**

1 [●] [●]

(with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of

these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

- Standard Lookback Minimum Performance Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following subparagraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following subparagraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
  - Cap: [●][Not Applicable]
  - Floor: [●][Not Applicable]
  - Interest Observation Period(s): Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
  - Leverage: [●]
  - Margin: [●]
  - Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
  - Underlying: [●]  
(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)
- Standard Lookback Maximum Performance Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]

- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [•]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [•]  
*(Insert name of Payoff Feature)*
- Cap: [•][Not Applicable]
- Floor: [•][Not Applicable]
- Interest Observation Period(s): Period from and including each date falling [•] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [•] Business Days immediately preceding the last day of that Interest Accrual Period
- Leverage: [•]
- Margin: [•]
- Performance Observation Date(s): [•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
- Underlying: [•]  
*(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*
- Standard Maximum-Minimum Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [•]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [•]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-*

- paragraph*)
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
  - Cap: [●][Not Applicable]
  - Floor: [●][Not Applicable]
  - Interest Observation Period(s): Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
  - Leverage: [●]
  - Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
  - Underlying: [●]  
*(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*
- Standard Volbond Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
  - Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
  - Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
  - Cap: [●][Not Applicable]
  - Final Underlying Observation Date(s): [Each date falling [●] Business Days immediately preceding the last day of the Interest Accrual Period]
  - Floor: [●][Not Applicable]
  - Initial Underlying Observation Date(s): [Each date falling [●] Business Days immediately preceding the first day of the Interest Accrual

	Period]
– Leverage:	[●]
– Underlying:	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Year on Year Participation Interest:	[Applicable][Not Applicable]
– Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
– Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
– Relevant Combination Interest Payoff:	[●] <i>(Insert name of Combination Interest Payoff)</i>
– Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
– Relevant Payoff Feature:	[Insert name of Payoff Feature]
– Cap:	[●][Not Applicable]
– Final Underlying Observation Date(s):	Each date falling [●] Business Days immediately preceding the last day of the Interest Accrual Period
– Floor:	[●][Not Applicable]
– Initial Underlying Observation Date(s):	Each date falling [●] Business Days immediately preceding the first day of the Interest Accrual Period
– Leverage:	[●]
– Margin:	[●]
– Underlying:	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Lookback Maximum Performance Basket Interest:	[Applicable][Not Applicable]
– Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
– Applicable for the purposes of the	[Applicable as [Standard Interest

- Combination Interest Payoff: Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest]][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
  - Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
  - Cap: [●][Not Applicable]
  - Floor: [●][Not Applicable]
  - Margin: [●]
  - Global Leverage: [●]
  - Interest Observation Period(s): Period from and including the each falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
  - Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]

<b>i</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- Standard Lookback Minimum Performance Basket Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff]][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*



- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- Cap: [●][Not Applicable]
- Floor: [●][Not Applicable]
- Global Leverage: [●]
- Interest Observation Period(s): Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
- Margin: [●]
- Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]

<b>i</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- Standard Maximum-Minimum Basket Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]

*(If not applicable, delete the following sub-paragraph)*

- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- Cap: [●][Not Applicable]
- Floor: [●][Not Applicable]
- Global Leverage: [●]
- Interest Observation Period(s): Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
- Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]

<b>i</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- Standard Volbond Basket Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- Cap: [●][Not Applicable]

- Final Underlying Observation Date(s): Each date falling [●] Business Days immediately preceding the last day of the Interest Accrual Period
- Floor: [●][Not Applicable]
- Global Leverage: [●]
- Initial Underlying Observation Date(s): Each date falling [●] Business Days immediately preceding the first day of the Interest Accrual Period

<b>i</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

- Standard Year on Year Participation Basket Interest: [Applicable][Not Applicable]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- Cap: [●][Not Applicable]
- Final Underlying Observation Date(s): [●][Each date falling [●] Business Days immediately preceding the last day of the Interest Accrual Period]
- Floor: [●][Not Applicable]
- Global Leverage: [●]
- Initial Underlying Observation Date(s): [●][Each date falling [●] Business Days immediately preceding the first day of the Interest

		Accrual Period]
– Margin:		[●]
<b>i</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[●]	[●]
	(with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)
Standard Fixed Digital Interest:		[Applicable][Not Applicable]
– Applicable Interest Period:		[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:		[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
– Relevant Combination Interest Payoff:		[●] ( <i>Insert name of Combination Interest Payoff</i> )
Applicable for the purposes of a Payoff Feature:		[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
– Relevant Payoff Feature:		[●] ( <i>Insert name of Payoff Feature</i> )
– Barrier Level <sub>n</sub> :		[●][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
n:	Barrier Level:	Condition:
1	[●]	The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>1</sub>
[2]	[●]	[The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>2</sub> ]
– Fixed Rate <sub>1</sub> :		[●]
– Fixed Rate <sub>2</sub> :		[●]
– Interest Observation Date(s):		Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period

– Lower Limit:	[●][Not Applicable]
– Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ][Not Applicable]
– Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
– Upper Limit:	[●][Not Applicable]
Standard Fixed-to-Floating Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Combination Interest Payoff:	[●] (Insert name of Combination Interest Payoff)
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[●] (Insert name of Payoff Feature)
Cap:	[●][Not Applicable]
Fixed Rate:	[●]
Floor:	[●][Not Applicable]
Interest Observation Date(s):	[Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
Leverage:	[●]
Lower Limit:	[●]
Margin:	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)

Upper Limit:	[●]
Standard Range Accrual Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Interest Payoff:	[●] <i>(Insert name of Combination Interest Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
Interest Observation Date(s):	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Leverage:	[●]
Lower Limit:	[●]
Margin <sub>1</sub> :	[●]
Margin <sub>2</sub> :	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Underlying:	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Upper Limit:	[●]

Standard Resettable Range Accrual Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Interest Payoff:	[●] <i>(Insert name of Combination Interest Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
Interest Observation Date(s):	[Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Leverage:	[●]
Margin <sub>1</sub> :	[●]
Margin <sub>2</sub> :	[●]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Range Accrual Fixing Date(s):	[●][Each date falling [●] Business Days immediately preceding the first day of the Interest Accrual Period]
Resettable Range:	[Resettable Range <sub>1</sub> ][Resettable Range <sub>2</sub> ][Resettable Range <sub>3</sub> ][Resettable Range <sub>4</sub> ][Resettable Range <sub>5</sub> ]
Underlying:	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>

Standard 3D Range Accrual Interest:	[Applicable][Not Applicable]		
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]		
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>		
Relevant Combination Interest Payoff:	[●] <i>(Insert name of Combination Interest Payoff)</i>		
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>		
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>		
Cap:	[●][Not Applicable]		
Floor:	[●][Not Applicable]		
Global Underlying:	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>		
Interest Observation Date(s):	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period		
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period		
Leverage:	[●]		
Margin:	[●]		
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]		
<b>i Underlying:</b>	<b>Lower Range Accrual Level:</b>	<b>Upper Range Accrual Level:</b>	<b>Range:</b>
1 [●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item)</i>	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]



	of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )			
2	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]
3	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]
	Standard Total Range Accrual Interest:			[Applicable][Not Applicable]
	Applicable Interest Period:			[All Interest Periods] [The following Interest Periods: [●]]
	Applicable for the purposes of the Combination Interest Payoff:			[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Combination Interest Payoff:			[●] ( <i>Insert name of Combination Interest Payoff</i> )
	Applicable for the purposes of a Payoff Feature:			[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Payoff Feature:			[●] ( <i>Insert name of Payoff Feature</i> )
	Cap:			[●][Not Applicable]
	Floor:			[●][Not Applicable]
	Interest Observation Date(s):			[Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
	Interest Observation Period(s):			Period from and including each date falling [●]

	Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Leverage:	[●]
Lower Limit:	[●]
Margin:	[●]
Minimum Number:	[●][Not Applicable]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Criteria:	[Each][Minimum Number]
Range Accrual Day(s):	[●] [Each date falling every [1][7][30][60][90][180][365] days after [●]]
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit:	[●]
Standard Fixed Digital Basket Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Combination Interest Payoff:	[●] (Insert name of Combination Interest Payoff)
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[●] (Insert name of Payoff Feature)
Fixed Rate <sub>1</sub> :	[●]
Fixed Rate <sub>2</sub> :	[●]
Interest Observation Date(s):	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period

i	Underlying:	Lower Limit:	Upper Limit:	Underlying Value Range:
1	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ][Range <sub>4</sub> ] [Range <sub>5</sub> ]
	<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
	Standard Power Interest:		[Applicable][Not Applicable]	
	Applicable Interest Period:		[All Interest Periods] [The following Interest Periods: [●]]	
	Applicable for the purposes of the Combination Interest Payoff:		[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )	
	Relevant Combination Interest Payoff:		[●] ( <i>Insert name of Combination Interest Payoff</i> )	
	Applicable for the purposes of a Payoff Feature:		[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )	
	Relevant Payoff Feature:		[●] ( <i>Insert name of Payoff Feature</i> )	
	Cap:		[●][Not Applicable]	
	Floor:		[●] [Not Applicable]	
	Interest Observation Date(s):		[Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]	
	Leverage:		[●]	
	Margin:		[●]	
	Underlying:		[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line</i>	

	<i>item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
x:	[●]
Standard Dual Range Accrual Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Interest Payoff:	[●] <i>(Insert name of Combination Interest Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
Global Leverage	[●]
Interest Observation Date(s):	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Margin:	[●]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]

i	Leverage <sub>i</sub> :	Underlying <sub>i</sub> :	Lower Dual Range Accrual Level <sub>i</sub> :	Upper Dual Range Accrual Level <sub>i</sub> :	Underlying Value, Range:	
1	[●]	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]	
<i>(Add rows as required sequentially as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	
(dd) Standard Trend Participation Interest:	– Applicable Interest Period:	Applicable for the purposes of the Combination Interest Payoff:	– Relevant Combination Interest Payoff:	Applicable for the purposes of a Payoff Feature:	– Relevant Payoff Feature:	– Cap:
					[Applicable][Not Applicable]	
					[All Interest Periods]	
					[The following Interest Periods: [●]]	
					[Applicable as [Standard Interest Payoff][1][2]][Not Applicable]	
					<i>(If not applicable, delete the following subparagraph)</i>	
					[●]	
					<i>(Insert name of Combination Interest Payoff)</i>	
					[Applicable as [Linked Interest][1][2]][Not Applicable]	
					<i>(If not applicable, delete the following subparagraph)</i>	
					[Insert name of Payoff Feature]	
					[●][Not Applicable]	

- Floor: [●][Not Applicable]
- Leverage: [●]
- Margin: [●]
- Underlying: [●]  
(with further information set out in paragraph [●]  
(Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- Underlying Observation Date(s)<sub>1</sub>: [Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
- Underlying Observation Date(s)<sub>2</sub>: [Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
- ) Standard Lookback Trend Participation Interest: [Not Applicable][Applicable – Minimum Lookback][Applicable – Maximum Lookback]
  - Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [Insert name of Payoff Feature]
  - Cap: [●][Not Applicable]
  - Floor: [●][Not Applicable]
  - Leverage: [●]
  - Margin: [●]
  - Performance Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
  - Performance Observation Period(s)<sub>1</sub>: Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period

- Performance Observation Period(s)<sub>2</sub>: Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
- Underlying: [●]  
(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- Standard Average Trend Participation Interest: [Not Applicable][Applicable: Arithmetic Average][Applicable: Weighted Average]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
- Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
- Relevant Payoff Feature: [Insert name of Payoff Feature]
- Cap: [●][Not Applicable]
- Floor: [●][Not Applicable]
- Interest Average Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
- Interest Observation Period(s)<sub>1</sub>: Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
- Interest Observation Period(s)<sub>2</sub>: Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period

- Leverage: [●]
- Margin: [●]
- Underlying: [●]  
(with further information set out in paragraph [●]  
(Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
- Weight: [●]  
(Indicate what weight is applicable for each Interest Average Date)
- Standard Trend Participation Basket Interest: [Applicable][Not Applicable]
  - Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
  - Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Combination Interest Payoff: [●]  
(Insert name of Combination Interest Payoff)
  - Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(If not applicable, delete the following sub-paragraph)
  - Relevant Payoff Feature: [●]  
(Insert name of Payoff Feature)
  - Cap: [●][Not Applicable]
  - Floor: [●][Not Applicable]
  - Global Leverage: [●]
  - Margin: [●]
  - Underlying Observation Date(s)<sub>1</sub>: Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
  - Underlying Observation Date(s)<sub>2</sub>: Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period

**i****Underlying<sub>i</sub>:****Leverage<sub>i</sub>:**

1

[●]

[●]

(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index,



*Proprietary Index, Inflation Index, FX  
Rate or Benchmark Rate)*

*(Add rows (numbered sequentially) as  
required)*

*(Add rows as required)*

*(Add rows as required)*

- Standard Average Trend Participation Basket Interest: [Not Applicable][Applicable: Arithmetic Average][Applicable: Weighted Average]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Combination Interest Payoff: [●]  
*(Insert name of Combination Interest Payoff)*
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*
- Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*
- Cap: [●][Not Applicable]
- Floor: [●][Not Applicable]
- Global Leverage: [●]
- Interest Average Date(s): [●][Each date falling every  
[1][7][30][60][90][180][365] days after [●]]
- Interest Observation Period(s)<sub>1</sub>: Period from and including each date falling [●]  
Business Days immediately preceding the first day  
of the relevant Interest Accrual Period to and  
including the date falling [●] Business Days  
immediately preceding the last day of that Interest  
Accrual Period
- Interest Observation Period(s)<sub>2</sub>: Period from and including each date falling [●]  
Business Days immediately preceding the first day  
of the relevant Interest Accrual Period to and  
including the date falling [●] Business Days  
immediately preceding the last day of that Interest  
Accrual Period
- Margin: [●]
- Weight: [●]  
*(Indicate what weight is applicable for each Interest  
Average Date)*

<b>i</b>	<b>Underlying<sub>i</sub>:</b>	<b>Leverage<sub>i</sub>:</b>
1	[●]	[●]

(with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

- (ii) Standard Multi Fixed Digital Interest: [Not Applicable][Applicable: Any Dates][Applicable: Specific Dates]
- Applicable Interest Period: [All Interest Periods]  
[The following Interest Periods: [●]]
- Applicable for the purposes of the Combination Interest Payoff: [Applicable as [Standard Interest Payoff][1][2]][Not Applicable]  
(*If not applicable, delete the following sub-paragraph*)
- Relevant Combination Interest Payoff: [●]  
(*Insert name of Combination Interest Payoff*)
- Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
(*If not applicable, delete the following sub-paragraph*)
- Relevant Payoff Feature: [●]  
(*Insert name of Payoff Feature*)
- Fixed Rate<sub>1</sub>: [●]
- Fixed Rate<sub>2</sub>: [●]
- Fixed Rate<sub>3</sub>: [●]
- Fixed Rate<sub>4</sub>: [●]
- Fixed Rate<sub>5</sub>: [●]
- Fixed Rate<sub>6</sub>: [●]
- Interest Observation Date(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
- Interest Observation Period(s): Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
- Underlying: [●] (with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of these Final Terms) (*the relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

	<b>Lower Limit:</b>	<b>Upper Limit:</b>	<b>Range:</b>
Range <sub>A</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>B</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>C</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>D</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>E</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Standard Digital to Participation Interest:		[Not Applicable][Applicable]	
Applicable Interest Period:		[All Interest Periods] [The following Interest Periods: [•]]	
Applicable for the purposes of the Combination Interest Payoff:		[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>	
Relevant Combination Interest Payoff:		[•] <i>(Insert name of Combination Interest Payoff)</i>	
Applicable for the purposes of a Payoff Feature:		[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>	
Relevant Payoff Feature:		[•] <i>(Insert name of Payoff Feature)</i>	
Cap:		[•][Not Applicable]	
Floor:		[•][Not Applicable]	
Fixed Rate:		[•]	
Interest Observation Date(s):		[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]	
Interest Observation Period(s):		Period from and including each date falling [•] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [•] Business Days immediately preceding the last day of that Interest Accrual Period	
Leverage:		[•]	
Lower Limit:		[•]	
Margin:		[•]	

Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Underlying Observation Date(s) <sub>1</sub> :	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
Underlying Observation Date(s) <sub>2</sub> :	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
Upper Limit:	[●]
Standard Knock-out Range Accrual Interest:	[Not Applicable][Applicable: Any Accrual Factor Knock-out Event Day][Applicable: Specific Accrual Factor Knock-out Event Day]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Combination Interest Payoff:	[●] ( <i>Insert name of Combination Interest Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Payoff Feature:	[●] ( <i>Insert name of Payoff Feature</i> )
Accrual Factor Event Date(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Accrual Factor Knock-out Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Accrual Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]

Interest Observation Date(s):	Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
Leverage:	[●]
Lower Limit (Accrual Factor Knock-out Range):	[●]
Lower Limit (Range):	[●]
Margin <sub>1</sub> :	[●]
Margin <sub>2</sub> :	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit (Accrual Factor Knock-out Range):	[●]
Upper Limit (Range):	[●]
Standard Product Basket Interest:	[Not Applicable][Applicable]
– Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:	[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
– Relevant Combination Interest Payoff:	[●] (Insert name of Combination Interest Payoff)
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
– Relevant Payoff Feature:	[●] (Insert name of Payoff Feature)
– Cap:	[●][Not Applicable]
– Final Underlying Observation Date(s):	Each date falling [●] Business Days immediately preceding the last day of the Interest Accrual Period
– Floor:	[●][Not Applicable]
Initial Underlying Observation Date(s):	Each date falling [●] Business Days immediately preceding the first day of the Interest Accrual Period

–	Ratio:				[●]
–	Weight:				[●]
<b>i:</b>		<b>Underlying<sub>i</sub>:</b>			<b>Weight<sub>i</sub>:</b>
1		[●]			[●]
		(with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )			
	(Add rows (numbered sequentially) as required)	(Add rows as required)			(Add rows as required)
(mm)	Standard Multi Fixed Basket Interest:				[Not Applicable][Applicable]
–	Applicable Interest Period:				[All Interest Periods] [The following Interest Periods: [●]]
	Applicable for the purposes of the Combination Interest Payoff:				[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Combination Interest Payoff:				[●] ( <i>Insert name of Combination Interest Payoff</i> )
	Applicable for the purposes of a Payoff Feature:				[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Payoff Feature:				[●] ( <i>Insert name of Payoff Feature</i> )
	Fixed Rate <sub>1</sub> :				[●]
	Fixed Rate <sub>2</sub> :				[●]
	Interest Observation Date(s):				Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period
<b>i</b>		<b>Underlying<sub>i</sub>:</b>	<b>Lower Limit<sub>i</sub>:</b>	<b>Upper Limit<sub>i</sub>:</b>	<b>Underlying Value, Range:</b>
1		[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant</i>	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]

	<i>Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>			
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
<b>j</b>	<b>Underlying<sub>j</sub>:</b>	<b>Lower Limit<sub>j</sub>:</b>	<b>Upper Limit<sub>j</sub>:</b>	<b>Underlying Value, Range:</b>
1	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][ Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
(nn) Standard Fixed Range Accrual Basket Interest:				[Applicable][Not Applicable]
Applicable Interest Period:				[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of the Combination Interest Payoff:				[Applicable as [Standard Interest Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub- paragraph)</i>
Relevant Combination Interest Payoff:				[●] <i>(Insert name of Combination Interest Payoff)</i>
Applicable for the purposes of a Payoff Feature:				[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub- paragraph)</i>
Relevant Payoff Feature:				[●] <i>(Insert name of Payoff Feature)</i>
Fixed Rate:				[●][Not Applicable]
Interest Observation Period(s):				Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and

including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period

Range Accrual Day(s): [●][Each date falling every [1][7][30][60][90][180][365] days after [●]]

i	Underlying:	Lower Limit:	Upper Limit:	Underlying Value Range:
1	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
	(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

19H **Combination Interest Payoff Provisions**

[Applicable][Not Applicable]  
(Select only the applicable Combination Payoff(s))  
(Repeat rows (using the same variables only) as necessary where a Combination Interest Payoff Provision is used multiple times, e.g. for a Payoff Feature )

Combination Addition Interest: [Applicable][Not Applicable]  
 Applicable Interest Period: [All Interest Periods]  
 [The following Interest Periods: [●]]  
 Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
 (If not applicable, delete the following sub-paragraph)  
 Relevant Payoff Feature: [●]  
 (Insert name of Payoff Feature)  
 Floor: [●][Not Applicable]



Standard Interest Payoff:

*(Select only one and delete those that do not apply)*

- [Standard Fixed Interest]
- [Standard Floating Interest]
- [Standard Asian Option Interest]
- [Standard Collar Interest]
- [Standard Floater Interest]
- [Standard Floored Floater Interest]
- [Standard Inverse Floater Interest]
- [Standard Strangle Interest]
- [Standard Alternative Basket Interest]
- [Standard Strangle Basket Interest]
- [Standard Option Basket Interest]
- [Standard Lookback Minimum Performance Interest]
- [Standard Lookback Maximum Performance Interest]
- [Standard Maximum-Minimum Interest]
- [Standard Volbond Interest]
- [Standard Year on Year Participation Interest]
- [Standard Lookback Maximum Performance Basket Interest]
- [Standard Lookback Minimum Performance Basket Interest]
- [Standard Maximum-Minimum Basket Interest]
- [Standard Volbond Basket Interest]
- [Standard Year on Year Participation Basket Interest]
- [Standard Fixed Digital Interest]
- [Standard Fixed-to-Floating Interest]
- [Standard Range Accrual Interest]
- [Standard Resettable Range Accrual Interest]
- [Standard 3D Range Accrual Interest]
- [Standard Total Range Accrual Interest]
- [Standard Fixed Digital Basket Interest]
- [Standard Power Interest]
- [Standard Dual Range Accrual Interest]
- [Standard Trend Participation Interest]
- [Standard Lookback Trend Participation Interest]
- [Standard Average Trend Participation Interest]
- [Standard Trend Participation Basket Interest]
- [Standard Average Trend Participation Basket Interest]

[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final  
Terms for the purposes of this Combination Interest  
Payoff)

Standard Interest Payoff:

*(Select only one and delete those that do not apply)*

[Standard Fixed Interest]  
[Standard Floating Interest]  
[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance  
Interest]  
[Standard Lookback Maximum Performance  
Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket  
Interest]  
[Standard Lookback Minimum Performance Basket  
Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket  
Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]

	[Standard Power Interest]
	[Standard Dual Range Accrual Interest]
	[Standard Trend Participation Interest]
	[Standard Lookback Trend Participation Interest]
	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket Interest]
	[Standard Multi Fixed Digital Interest]
	[Standard Digital to Participation Interest]
	[Standard Knock-out Range Accrual Interest]
	[Standard Product Basket Interest]
	[Standard Multi Fixed Basket Interest]
	[Standard Fixed Range Accrual Basket Interest]
	(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
Combination Capitalisation Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
First Interest Amount Percentage:	[●]%
Floor:	[●][Not Applicable]
Interest Amount Percentage:	[Specific Interest Accrual Period] [Previous Interest Accrual Period] <i>(If Specific Interest Accrual Period is applicable set out which previous Interest Accrual Period will be used to calculate the 'Previous Interest Amount' for each Interest Accrual Period)</i>
Leverage:	[●]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest]

[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest

	Payoff)
Combination Complex Digital Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Interest Observation Period(s):	[Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period]
Lower Limit:	[●]
Performance Observation Date(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Standard Interest Payoff:	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket

Interest]  
 [Standard Maximum-Minimum Basket Interest]  
 [Standard Volbond Basket Interest]  
 [Standard Year on Year Participation Basket Interest]  
 [Standard Fixed Digital Interest]  
 [Standard Fixed-to-Floating Interest]  
 [Standard Range Accrual Interest]  
 [Standard Resettable Range Accrual Interest]  
 [Standard 3D Range Accrual Interest]  
 [Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Standard Interest Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
 [Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance

Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Underlying:

[●]  
(with further information set out in paragraph [●]  
(*Insert reference to correct Asset Condition line item*) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation*

	<i>Index, FX Rate or Benchmark Rate)</i>
Upper Limit:	[●]
Combination Division Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Floor:	[●][Not Applicable]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest] [Standard Fixed Digital Interest] [Standard Fixed-to-Floating Interest] [Standard Range Accrual Interest]



[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Standard Interest Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
[Standard Fixed Interest]  
[Standard Floating Interest]  
[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket

	Interest]
	[Standard Maximum-Minimum Basket Interest]
	[Standard Volbond Basket Interest]
	[Standard Year on Year Participation Basket Interest]
	[Standard Fixed Digital Interest]
	[Standard Fixed-to-Floating Interest]
	[Standard Range Accrual Interest]
	[Standard Resettable Range Accrual Interest]
	[Standard 3D Range Accrual Interest]
	[Standard Total Range Accrual Interest]
	[Standard Fixed Digital Basket Interest]
	[Standard Power Interest]
	[Standard Dual Range Accrual Interest]
	[Standard Trend Participation Interest]
	[Standard Lookback Trend Participation Interest]
	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket Interest]
	[Standard Multi Fixed Digital Interest]
	[Standard Digital to Participation Interest]
	[Standard Knock-out Range Accrual Interest]
	[Standard Product Basket Interest]
	[Standard Multi Fixed Basket Interest]
	[Standard Fixed Range Accrual Basket Interest]
	(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
Combination Multiplication Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Floor:	[●][Not Applicable]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest]

[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]

Standard Interest Payoff<sub>2</sub>:

- [Standard Multi Fixed Basket Interest]
- [Standard Fixed Range Accrual Basket Interest]
- (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
- (Select only one and delete those that do not apply)*
- [Standard Fixed Interest]
- [Standard Floating Interest]
- [Standard Asian Option Interest]
- [Standard Collar Interest]
- [Standard Floater Interest]
- [Standard Floored Floater Interest]
- [Standard Inverse Floater Interest]
- [Standard Strangle Interest]
- [Standard Alternative Basket Interest]
- [Standard Strangle Basket Interest]
- [Standard Option Basket Interest]
- [Standard Lookback Minimum Performance Interest]
- [Standard Lookback Maximum Performance Interest]
- [Standard Maximum-Minimum Interest]
- [Standard Volbond Interest]
- [Standard Year on Year Participation Interest]
- [Standard Lookback Maximum Performance Basket Interest]
- [Standard Lookback Minimum Performance Basket Interest]
- [Standard Maximum-Minimum Basket Interest]
- [Standard Volbond Basket Interest]
- [Standard Year on Year Participation Basket Interest]
- [Standard Fixed Digital Interest]
- [Standard Fixed-to-Floating Interest]
- [Standard Range Accrual Interest]
- [Standard Resettable Range Accrual Interest]
- [Standard 3D Range Accrual Interest]
- [Standard Total Range Accrual Interest]
- [Standard Fixed Digital Basket Interest]
- [Standard Power Interest]
- [Standard Dual Range Accrual Interest]
- [Standard Trend Participation Interest]
- [Standard Lookback Trend Participation Interest]

	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket Interest]
	[Standard Multi Fixed Digital Interest]
	[Standard Digital to Participation Interest]
	[Standard Knock-out Range Accrual Interest]
	[Standard Product Basket Interest]
	[Standard Multi Fixed Basket Interest]
	[Standard Fixed Range Accrual Basket Interest]
	(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
Combination Ratchet Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
First Interest Amount Percentage:	[●]%
Interest Amount Percentage:	[Specific Interest Accrual Period] [Previous Interest Accrual Period] <i>(If Specific Interest Accrual Period is applicable set out which previous Interest Accrual Period will be used to calculate the 'Previous Interest Amount' for each Interest Accrual Period)</i>
Leverage:	[●]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest]

[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Combination Range Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Lower Limit:	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Standard Interest Payoff <sub>i</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest]

[Standard Maximum-Minimum Basket Interest]  
 [Standard Volbond Basket Interest]  
 [Standard Year on Year Participation Basket Interest]  
 [Standard Fixed Digital Interest]  
 [Standard Fixed-to-Floating Interest]  
 [Standard Range Accrual Interest]  
 [Standard Resettable Range Accrual Interest]  
 [Standard 3D Range Accrual Interest]  
 [Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Underlying:

[●]  
 (with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

Upper Limit:

[●]

Combination Resettable Range Interest:

[Applicable][Not Applicable]

Applicable Interest Period:

[All Interest Periods]  
 [The following Interest Periods: [●]]

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Interest][1][2]][Not Applicable]  
 (*If not applicable, delete the following subparagraph*)



Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Initial Underlying Observation Date(s):	[●] Business Days immediately preceding the first day of the Interest Accrual Period
Interest Observation Period(s):	Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period
Margin:	[●]
Range Accrual Day(s):	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Resettable Range:	[Resettable Range <sub>1</sub> ][Resettable Range <sub>2</sub> ] [Resettable Range <sub>3</sub> ][Resettable Range <sub>4</sub> ] [Resettable Range <sub>5</sub> ]
Standard Interest Payoff:	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest]

[Standard Fixed Digital Interest]  
 [Standard Fixed-to-Floating Interest]  
 [Standard Range Accrual Interest]  
 [Standard Resettable Range Accrual Interest]  
 [Standard 3D Range Accrual Interest]  
 [Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Underlying:

[●]  
 (with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item*) of these Final Terms) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*)

Combination Snowrange Interest:

[Applicable][Not Applicable]

Applicable Interest Period:

[All Interest Periods]  
 [The following Interest Periods: [●]]

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Interest][1][2]][Not Applicable]  
 (*If not applicable, delete the following subparagraph*)

Relevant Payoff Feature:

[●]  
 (*Insert name of Payoff Feature*)

First Interest Amount:

[●]%

Interest Observation Period(s):

Period from and including each date falling [●] Business Days immediately preceding the first day

of the relevant Interest Accrual Period to and including the date falling [●] Business Days immediately preceding the last day of that Interest Accrual Period

Lower Limit:	[●]
Previous Interest Amount:	[Previous Interest Accrual Period] [Specific Interest Accrual Period] <i>(If Specific Interest Accrual Period applicable set out which previous Interest Accrual Period will be used to calculate the 'Previous Interest Amount' for each Interest Accrual Period)</i>
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day:	[●][Each date falling every [1][7][30][60][90][180][365] days after [●]]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest] [Standard Fixed Digital Interest] [Standard Fixed-to-Floating Interest]

	[Standard Range Accrual Interest]
	[Standard Resettable Range Accrual Interest]
	[Standard 3D Range Accrual Interest]
	[Standard Total Range Accrual Interest]
	[Standard Fixed Digital Basket Interest]
	[Standard Power Interest]
	[Standard Dual Range Accrual Interest]
	[Standard Trend Participation Interest]
	[Standard Lookback Trend Participation Interest]
	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket Interest]
	[Standard Multi Fixed Digital Interest]
	[Standard Digital to Participation Interest]
	[Standard Knock-out Range Accrual Interest]
	[Standard Product Basket Interest]
	[Standard Multi Fixed Basket Interest]
	[Standard Fixed Range Accrual Basket Interest]
	(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Upper Limit:	[●]
Combination Subtract Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Payoff Feature:	[●] ( <i>Insert name of Payoff Feature</i> )
Floor:	[●][Not Applicable]
Standard Interest Payoff <sub>1</sub> :	( <i>Select only one and delete those that do not apply</i> ) [Standard Fixed Interest] [Standard Floating Interest]

[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]

Standard Interest Payoff<sub>2</sub>:

- [Standard Multi Fixed Basket Interest]
- [Standard Fixed Range Accrual Basket Interest]
- (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
- (Select only one and delete those that do not apply)*
- [Standard Fixed Interest]
- [Standard Floating Interest]
- [Standard Asian Option Interest]
- [Standard Collar Interest]
- [Standard Floater Interest]
- [Standard Floored Floater Interest]
- [Standard Inverse Floater Interest]
- [Standard Strangle Interest]
- [Standard Alternative Basket Interest]
- [Standard Strangle Basket Interest]
- [Standard Option Basket Interest]
- [Standard Lookback Minimum Performance Interest]
- [Standard Lookback Maximum Performance Interest]
- [Standard Maximum-Minimum Interest]
- [Standard Volbond Interest]
- [Standard Year on Year Participation Interest]
- [Standard Lookback Maximum Performance Basket Interest]
- [Standard Lookback Minimum Performance Basket Interest]
- [Standard Maximum-Minimum Basket Interest]
- [Standard Volbond Basket Interest]
- [Standard Year on Year Participation Basket Interest]
- [Standard Fixed Digital Interest]
- [Standard Fixed-to-Floating Interest]
- [Standard Range Accrual Interest]
- [Standard Resettable Range Accrual Interest]
- [Standard 3D Range Accrual Interest]
- [Standard Total Range Accrual Interest]
- [Standard Fixed Digital Basket Interest]
- [Standard Power Interest]
- [Standard Dual Range Accrual Interest]
- [Standard Trend Participation Interest]
- [Standard Lookback Trend Participation Interest]

[Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Combination Maximum Interest: [Applicable][Not Applicable]

Applicable Interest Period: [All Interest Periods]  
 [The following Interest Periods: [●]]

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Floor: [●][Not Applicable]

Standard Interest Payoff<sub>1</sub>: *(Select only one and delete those that do not apply)*  
 [Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance Interest]  
 [Standard Lookback Maximum Performance Interest]  
 [Standard Maximum-Minimum Interest]  
 [Standard Volbond Interest]  
 [Standard Year on Year Participation Interest]

[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Standard Interest Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
[Standard Fixed Interest]  
[Standard Floating Interest]  
[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]



[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

Combination Minimum Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Floor:	[●][Not Applicable]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest] [Standard Fixed Digital Interest] [Standard Fixed-to-Floating Interest] [Standard Range Accrual Interest] [Standard Resettable Range Accrual Interest] [Standard 3D Range Accrual Interest]

[Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

– Standard Interest Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*

[Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance Interest]  
 [Standard Lookback Maximum Performance Interest]  
 [Standard Maximum-Minimum Interest]  
 [Standard Volbond Interest]  
 [Standard Year on Year Participation Interest]  
 [Standard Lookback Maximum Performance Basket Interest]  
 [Standard Lookback Minimum Performance Basket Interest]  
 [Standard Maximum-Minimum Basket Interest]

	[Standard Volbond Basket Interest]
	[Standard Year on Year Participation Basket Interest]
	[Standard Fixed Digital Interest]
	[Standard Fixed-to-Floating Interest]
	[Standard Range Accrual Interest]
	[Standard Resettable Range Accrual Interest]
	[Standard 3D Range Accrual Interest]
	[Standard Total Range Accrual Interest]
	[Standard Fixed Digital Basket Interest]
	[Standard Power Interest]
	[Standard Dual Range Accrual Interest]
	[Standard Trend Participation Interest]
	[Standard Lookback Trend Participation Interest]
	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket Interest]
	[Standard Multi Fixed Digital Interest]
	[Standard Digital to Participation Interest]
	[Standard Knock-out Range Accrual Interest]
	[Standard Product Basket Interest]
	[Standard Multi Fixed Basket Interest]
	[Standard Fixed Range Accrual Basket Interest]
	(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
Combination Complex Digital Basket Interest:	[Applicable][Not Applicable]
Applicable Interest Period:	[All Interest Periods] [The following Interest Periods: [●]]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Interest][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Cap:	[●][Not Applicable]
Fixed Rate:	[●]
Floor:	[●][Not Applicable]
Interest Observation Period(s):	[Period from and including each date falling [●] Business Days immediately preceding the first day of the relevant Interest Accrual Period to and

including the date falling [] Business Days immediately preceding the last day of that Interest Accrual Period]

Leverage: []

Margin: []

Performance Observation Date(s): [][Each date falling every [1][7][30][60][90][180][365] days after []]

Standard Interest Payoff<sub>1</sub>: *(Select only one and delete those that do not apply)*

[Standard Fixed Interest]

[Standard Floating Interest]

[Standard Asian Option Interest]

[Standard Collar Interest]

[Standard Floater Interest]

[Standard Floored Floater Interest]

[Standard Inverse Floater Interest]

[Standard Strangle Interest]

[Standard Alternative Basket Interest]

[Standard Strangle Basket Interest]

[Standard Option Basket Interest]

[Standard Lookback Minimum Performance Interest]

[Standard Lookback Maximum Performance Interest]

[Standard Maximum-Minimum Interest]

[Standard Volbond Interest]

[Standard Year on Year Participation Interest]

[Standard Lookback Maximum Performance Basket Interest]

[Standard Lookback Minimum Performance Basket Interest]

[Standard Maximum-Minimum Basket Interest]

[Standard Volbond Basket Interest]

[Standard Year on Year Participation Basket Interest]

[Standard Fixed Digital Interest]

[Standard Fixed-to-Floating Interest]

[Standard Range Accrual Interest]

[Standard Resettable Range Accrual Interest]

[Standard 3D Range Accrual Interest]

[Standard Total Range Accrual Interest]

[Standard Fixed Digital Basket Interest]

[Standard Power Interest]

[Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)

<b>i:</b>	<b>Underlying<sub>i</sub>:</b>	<b>Lower Limit<sub>i</sub>:</b>	<b>Underlying Value<sub>i</sub> Range:</b>	<b>Upper Limit<sub>i</sub>:</b>
1	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ] [Range <sub>3</sub> ][Range <sub>4</sub> ] [Range <sub>5</sub> ]	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Combination Payoff-Linked Digital Interest: [Applicable][Not Applicable]  
 Applicable Interest Period: [All Interest Periods]  
 [The following Interest Periods: [●]]  
 Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Interest][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*  
 Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*  
 Fixed Rate: [●]

Interest Observation Date(s):	[Each date falling [●] Business Days immediately preceding the [first][last] day of the Interest Accrual Period]
Lower Limit:	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Standard Interest Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest] [Standard Fixed Digital Interest] [Standard Fixed-to-Floating Interest] [Standard Range Accrual Interest] [Standard Resettable Range Accrual Interest] [Standard 3D Range Accrual Interest] [Standard Total Range Accrual Interest] [Standard Fixed Digital Basket Interest] [Standard Power Interest] [Standard Dual Range Accrual Interest] [Standard Trend Participation Interest]

[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
(as completed in paragraph 19G of these Final Terms  
for the purposes of this Combination Interest  
Payoff)

Standard Interest Payoff:

*(Select only one and delete those that do not apply)*  
[Standard Fixed Interest]  
[Standard Floating Interest]  
[Standard Asian Option Interest]  
[Standard Collar Interest]  
[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]



		[Standard Range Accrual Interest]
		[Standard Resettable Range Accrual Interest]
		[Standard 3D Range Accrual Interest]
		[Standard Total Range Accrual Interest]
		[Standard Fixed Digital Basket Interest]
		[Standard Power Interest]
		[Standard Dual Range Accrual Interest]
		[Standard Trend Participation Interest]
		[Standard Lookback Trend Participation Interest]
		[Standard Average Trend Participation Interest]
		[Standard Trend Participation Basket Interest]
		[Standard Average Trend Participation Basket Interest]
		[Standard Multi Fixed Digital Interest]
		[Standard Digital to Participation Interest]
		[Standard Knock-out Range Accrual Interest]
		[Standard Product Basket Interest]
		[Standard Multi Fixed Basket Interest]
		[Standard Fixed Range Accrual Basket Interest]
		(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Interest Payoff)
	Upper Limit:	[●]
<b>20</b>	<b>Zero Coupon Certificate</b>	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	Accrual Yield:	[●][[●] per cent per annum] calculated on Issue Date.
	Day Count Fraction for purposes of accrual yield:	[Actual/Actual (ISDA) or Actual/Actual] [Actual/Actual (ICMA)] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360 or 360/360 or Bond Basis] [30E/360 or Eurobond Basis] [30E/360 (ISDA)] <i>(N.B.: Actual/Actual (ICMA) is normally only appropriate for Fixed Rate Certificates denominated in euros)</i>
	Determination Date(s):	[●][Not Applicable] <i>(N.B.: Only relevant where Day Count Fraction is</i>

*Actual/Actual (ICMA)***PAYOFF FEATURES (IF ANY) RELATING TO INTEREST****21 Payoff Features**

[Applicable][Not Applicable]

[(See also paragraph 28 for Payoff Features (if any) relating to Redemption)]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

Investor Interest Switch Payoff Feature:

[Applicable][Not Applicable]

Applicable to:

[All Interest Periods]

[The following Interest Periods: [●]]

Investor Interest Switch Expiry Date(s):

[10][●] Business Days prior to [each][●] Interest Determination Dates

Linked Interest<sub>1</sub>:

[Standard Fixed Interest]

[Standard Floating Interest]

[Standard Asian Option Interest]

[Standard Collar Interest]

[Standard Floater Interest]

[Standard Floored Floater Interest]

[Standard Inverse Floater Interest]

[Standard Strangle Interest]

[Standard Alternative Basket Interest]

[Standard Strangle Basket Interest]

[Standard Option Basket Interest]

[Standard Lookback Minimum Performance Interest]

[Standard Lookback Maximum Performance Interest]

[Standard Maximum-Minimum Interest]

[Standard Volbond Interest]

[Standard Year on Year Participation Interest]

[Standard Lookback Maximum Performance Basket Interest]

[Standard Lookback Minimum Performance Basket Interest]

[Standard Maximum-Minimum Basket Interest]

[Standard Volbond Basket Interest]

[Standard Year on Year Participation Basket Interest]

[Standard Fixed Digital Interest]

[Standard Fixed-to-Floating Interest]

[Standard Range Accrual Interest]

[Standard Resettable Range Accrual Interest]  
 [Standard 3D Range Accrual Interest]  
 [Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Linked Interest<sub>2</sub>:

[Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]

[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]

	[Combination Multiplication Interest]
	[Combination Ratchet Interest]
	[Combination Range Interest]
	[Combination Resettable Range Interest]
	[Combination Snowrange Interest]
	[Combination Subtract Interest]
	[Combination Maximum Interest]
	[Combination Minimum Interest]
	[Combination Complex Digital Basket Interest]
	[Combination Payoff-Linked Digital Interest]
	(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)
Issuer Interest Switch Payoff Feature:	[Applicable][Not Applicable]
Applicable to:	[All Interest Periods]
	[The following Interest Periods: [●]]
Issuer Interest Switch Expiry Date(s):	[10][●] Business Days prior to [each][●] Interest Determination Dates
Linked Interest <sub>1</sub> :	[Standard Fixed Interest]
	[Standard Floating Interest]
	[Standard Asian Option Interest]
	[Standard Collar Interest]
	[Standard Floater Interest]
	[Standard Floored Floater Interest]
	[Standard Inverse Floater Interest]
	[Standard Strangle Interest]
	[Standard Alternative Basket Interest]
	[Standard Strangle Basket Interest]
	[Standard Option Basket Interest]
	[Standard Lookback Minimum Performance Interest]
	[Standard Lookback Maximum Performance Interest]
	[Standard Maximum-Minimum Interest]
	[Standard Volbond Interest]
	[Standard Year on Year Participation Interest]
	[Standard Lookback Maximum Performance Basket Interest]
	[Standard Lookback Minimum Performance Basket Interest]
	[Standard Maximum-Minimum Basket Interest]
	[Standard Volbond Basket Interest]
	[Standard Year on Year Participation Basket

Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]  
[Combination Resettable Range Interest]  
[Combination Snowrange Interest]  
[Combination Subtract Interest]  
[Combination Maximum Interest]  
[Combination Minimum Interest]  
[Combination Complex Digital Basket Interest]  
[Combination Payoff-Linked Digital Interest]  
(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)  
[Standard Fixed Interest]  
[Standard Floating Interest]  
[Standard Asian Option Interest]  
[Standard Collar Interest]

Linked Interest<sub>2</sub>:

[Standard Floater Interest]  
[Standard Floored Floater Interest]  
[Standard Inverse Floater Interest]  
[Standard Strangle Interest]  
[Standard Alternative Basket Interest]  
[Standard Strangle Basket Interest]  
[Standard Option Basket Interest]  
[Standard Lookback Minimum Performance Interest]  
[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]

	[Combination Addition Interest]
	[Combination Capitalisation Interest]
	[Combination Complex Digital Interest]
	[Combination Division Interest]
	[Combination Multiplication Interest]
	[Combination Ratchet Interest]
	[Combination Range Interest]
	[Combination Resettable Range Interest]
	[Combination Snowrange Interest]
	[Combination Subtract Interest]
	[Combination Maximum Interest]
	[Combination Minimum Interest]
	[Combination Complex Digital Basket Interest]
	[Combination Payoff-Linked Digital Interest]
	(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)
Knock-out Interest Switch Payoff Feature:	[Applicable][Not Applicable]
Applicable to:	[All Interest Periods]
	[The following Interest Periods: [●]]
Knock-out Interest Switch Event:	[Specified Dates Applicable]
	[American Applicable]
Knock-out Interest Switch Observation Date(s):	[●]
Knock-out Interest Switch Observation Period:	[●]
Knock-out Lower Limit:	[●]
Knock-out Upper Limit:	[●]
Linked Interest <sub>1</sub> :	[Standard Fixed Interest]
	[Standard Floating Interest]
	[Standard Asian Option Interest]
	[Standard Collar Interest]
	[Standard Floater Interest]
	[Standard Floored Floater Interest]
	[Standard Inverse Floater Interest]
	[Standard Strangle Interest]
	[Standard Alternative Basket Interest]
	[Standard Strangle Basket Interest]
	[Standard Option Basket Interest]
	[Standard Lookback Minimum Performance Interest]
	[Standard Lookback Maximum Performance



Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]  
[Combination Resettable Range Interest]  
[Combination Snowrange Interest]

Linked Interest<sub>2</sub>:

- [Combination Subtract Interest]
- [Combination Maximum Interest]
- [Combination Minimum Interest]
- [Combination Complex Digital Basket Interest]
- [Combination Payoff-Linked Digital Interest]
- (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)
- [Standard Fixed Interest]
- [Standard Floating Interest]
- [Standard Asian Option Interest]
- [Standard Collar Interest]
- [Standard Floater Interest]
- [Standard Floored Floater Interest]
- [Standard Inverse Floater Interest]
- [Standard Strangle Interest]
- [Standard Alternative Basket Interest]
- [Standard Strangle Basket Interest]
- [Standard Option Basket Interest]
- [Standard Lookback Minimum Performance Interest]
- [Standard Lookback Maximum Performance Interest]
- [Standard Maximum-Minimum Interest]
- [Standard Volbond Interest]
- [Standard Year on Year Participation Interest]
- [Standard Lookback Maximum Performance Basket Interest]
- [Standard Lookback Minimum Performance Basket Interest]
- [Standard Maximum-Minimum Basket Interest]
- [Standard Volbond Basket Interest]
- [Standard Year on Year Participation Basket Interest]
- [Standard Fixed Digital Interest]
- [Standard Fixed-to-Floating Interest]
- [Standard Range Accrual Interest]
- [Standard Resettable Range Accrual Interest]
- [Standard 3D Range Accrual Interest]
- [Standard Total Range Accrual Interest]
- [Standard Fixed Digital Basket Interest]
- [Standard Power Interest]
- [Standard Dual Range Accrual Interest]

[Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]  
 [Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Range: [Range<sub>1</sub>][Range<sub>2</sub>][Range<sub>3</sub>][Range<sub>4</sub>][Range<sub>5</sub>]  
 Underlying<sub>ko</sub>: [●]  
 (with further information set out in paragraph [●]  
 (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)

Knock-out Basket Interest Switch Payoff Feature: [Applicable][Not Applicable]  
 Knock-out Basket Interest Switch Event: [Specified Dates Applicable]  
 [American Applicable]  
 Knock-out Basket Interest Switch Observation Date(s): [●][Not Applicable]  
 (Applicable if Specified Dates is Applicable)  
 Knock-out Basket Interest Switch Observation Period: [●][Not Applicable]  
 (Applicable if American is Applicable)

Knock-out Basket Lower Limit <sub>i</sub> :	[●]
Knock-out Basket Upper Limit <sub>i</sub> :	[●]
Linked Interest <sub>i</sub> :	[Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance Interest] [Standard Maximum-Minimum Interest] [Standard Volbond Interest] [Standard Year on Year Participation Interest] [Standard Lookback Maximum Performance Basket Interest] [Standard Lookback Minimum Performance Basket Interest] [Standard Maximum-Minimum Basket Interest] [Standard Volbond Basket Interest] [Standard Year on Year Participation Basket Interest] [Standard Fixed Digital Interest] [Standard Fixed-to-Floating Interest] [Standard Range Accrual Interest] [Standard Resettable Range Accrual Interest] [Standard 3D Range Accrual Interest] [Standard Total Range Accrual Interest] [Standard Fixed Digital Basket Interest] [Standard Power Interest] [Standard Dual Range Accrual Interest] [Standard Trend Participation Interest] [Standard Lookback Trend Participation Interest] [Standard Average Trend Participation Interest] [Standard Trend Participation Basket Interest] [Standard Average Trend Participation Basket

Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these  
 Final Terms for the purposes of this Payoff Feature)  
 [Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance  
 Interest]  
 [Standard Lookback Maximum Performance  
 Interest]  
 [Standard Maximum-Minimum Interest]  
 [Standard Volbond Interest]  
 [Standard Year on Year Participation Interest]  
 [Standard Lookback Maximum Performance Basket

Linked Interest<sub>2</sub>:

Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]  
[Combination Resettable Range Interest]  
[Combination Snowrange Interest]  
[Combination Subtract Interest]  
[Combination Maximum Interest]  
[Combination Minimum Interest]  
[Combination Complex Digital Basket Interest]  
[Combination Payoff-Linked Digital Interest]

(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Range: [Range<sub>1</sub>][Range<sub>2</sub>][Range<sub>3</sub>][Range<sub>4</sub>][Range<sub>5</sub>]

i

Underlying<sub>i</sub>:

Leverage:

1

[●]

[●]

(with further information set out in paragraph [●] (*Insert reference to correct Asset Condition line item of these Final Terms*) (*The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate*))

*(Add rows (numbered sequentially) as required)*

*(Add rows as required)*

*(Add rows as required)*

Target Interest Switch Payoff Feature:

[Applicable][Not Applicable]

Applicable to:

[All Interest Periods]

[The following Interest Periods: [●]]

Aggregate Interest Amount Cap:

[●] per Calculation Amount

Linked Interest<sub>1</sub>:

[Standard Fixed Interest]

[Standard Floating Interest]

[Standard Asian Option Interest]

[Standard Collar Interest]

[Standard Floater Interest]

[Standard Floored Floater Interest]

[Standard Inverse Floater Interest]

[Standard Strangle Interest]

[Standard Alternative Basket Interest]

[Standard Strangle Basket Interest]

[Standard Option Basket Interest]

[Standard Lookback Minimum Performance Interest]

[Standard Lookback Maximum Performance Interest]

[Standard Maximum-Minimum Interest]

[Standard Volbond Interest]

[Standard Year on Year Participation Interest]

[Standard Lookback Maximum Performance Basket Interest]

[Standard Lookback Minimum Performance Basket Interest]

[Standard Maximum-Minimum Basket Interest]

[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resetable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]  
[Combination Resetable Range Interest]  
[Combination Snowrange Interest]  
[Combination Subtract Interest]  
[Combination Maximum Interest]  
[Combination Minimum Interest]  
[Combination Complex Digital Basket Interest]  
[Combination Payoff-Linked Digital Interest]  
(as completed in paragraph [19G][19H] of



these Final Terms for the purposes of this  
Payoff Feature)

Linked Interest<sub>2</sub>:

[Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance Interest]  
 [Standard Lookback Maximum Performance Interest]  
 [Standard Maximum-Minimum Interest]  
 [Standard Volbond Interest]  
 [Standard Year on Year Participation Interest]  
 [Standard Lookback Maximum Performance Basket Interest]  
 [Standard Lookback Minimum Performance Basket Interest]  
 [Standard Maximum-Minimum Basket Interest]  
 [Standard Volbond Basket Interest]  
 [Standard Year on Year Participation Basket Interest]  
 [Standard Fixed Digital Interest]  
 [Standard Fixed-to-Floating Interest]  
 [Standard Range Accrual Interest]  
 [Standard Resettable Range Accrual Interest]  
 [Standard 3D Range Accrual Interest]  
 [Standard Total Range Accrual Interest]  
 [Standard Fixed Digital Basket Interest]  
 [Standard Power Interest]  
 [Standard Dual Range Accrual Interest]  
 [Standard Trend Participation Interest]  
 [Standard Lookback Trend Participation Interest]  
 [Standard Average Trend Participation Interest]

[Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Shout Option Performance Lock-in Interest Payoff Feature: [Applicable][Not Applicable]  
 Applicable to: [All Interest Periods]  
 [The following Interest Periods: [●]]  
 Notice Deadline: [●] [am] [pm]  
 Shout Option Number: [2][●]  
 Shout Option Performance Lock-in Expiry Date(s): [10][●] Business Days prior to [each][●] Interest Determination Dates  
 Chooser Decay Interest Switch Option Payoff Feature: [Applicable][Not Applicable]  
 Applicable to: [All Interest Periods]  
 [The following Interest Periods: [●]]  
 Deferral Option Exercise Date(s): [10][●] Business Days prior to the proposed Deferral Option Effective Date  
 Resumption Option Exercise Date(s): [10][●] Business Days prior to [each][●] Interest Determination Dates

Linked Interest:	[Standard Fixed Interest]
	[Standard Floating Interest]
	[Standard Asian Option Interest]
	[Standard Collar Interest]
	[Standard Floater Interest]
	[Standard Floored Floater Interest]
	[Standard Inverse Floater Interest]
	[Standard Strangle Interest]
	[Standard Alternative Basket Interest]
	[Standard Strangle Basket Interest]
	[Standard Option Basket Interest]
	[Standard Lookback Minimum Performance Interest]
	[Standard Lookback Maximum Performance Interest]
	[Standard Maximum-Minimum Interest]
	[Standard Volbond Interest]
	[Standard Year on Year Participation Interest]
	[Standard Lookback Maximum Performance Basket Interest]
	[Standard Lookback Minimum Performance Basket Interest]
	[Standard Maximum-Minimum Basket Interest]
	[Standard Volbond Basket Interest]
	[Standard Year on Year Participation Basket Interest]
	[Standard Fixed Digital Interest]
	[Standard Fixed-to-Floating Interest]
	[Standard Range Accrual Interest]
	[Standard Resettable Range Accrual Interest]
	[Standard 3D Range Accrual Interest]
	[Standard Total Range Accrual Interest]
	[Standard Fixed Digital Basket Interest]
	[Standard Power Interest]
	[Standard Dual Range Accrual Interest]
	[Standard Trend Participation Interest]
	[Standard Lookback Trend Participation Interest]
	[Standard Average Trend Participation Interest]
	[Standard Trend Participation Basket Interest]
	[Standard Average Trend Participation Basket

Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Memory Option Interest Switch Payoff Feature:

Applicable to:

Linked Interest:

[Applicable][Not Applicable]  
 [All Interest Periods]  
 [The following Interest Periods: [●]]  
 [Standard Fixed Interest]  
 [Standard Floating Interest]  
 [Standard Asian Option Interest]  
 [Standard Collar Interest]  
 [Standard Floater Interest]  
 [Standard Floored Floater Interest]  
 [Standard Inverse Floater Interest]  
 [Standard Strangle Interest]  
 [Standard Alternative Basket Interest]  
 [Standard Strangle Basket Interest]  
 [Standard Option Basket Interest]  
 [Standard Lookback Minimum Performance Interest]

[Standard Lookback Maximum Performance Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]

	[Combination Ratchet Interest]
	[Combination Range Interest]
	[Combination Resettable Range Interest]
	[Combination Snowrange Interest]
	[Combination Subtract Interest]
	[Combination Maximum Interest]
	[Combination Minimum Interest]
	[Combination Complex Digital Basket Interest]
	[Combination Payoff-Linked Digital Interest]
	(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)
Flexi Option Interest Switch Payoff Feature:	[Applicable][Not Applicable]
Applicable to:	[All Interest Periods]
	[The following Interest Periods: [●]]
Flexi Interest Switch Fixed Rate:	[●]
Flexi Switch Notice Exercise Date(s):	[10][●] Business Days prior to each proposed Flexi Interest Switch Date
Flexi Interest Switch Option Number:	[●]
Linked Interest <sub>1</sub> :	[Standard Fixed Interest]
	[Standard Floating Interest]
	[Standard Asian Option Interest]
	[Standard Collar Interest]
	[Standard Floater Interest]
	[Standard Floored Floater Interest]
	[Standard Inverse Floater Interest]
	[Standard Strangle Interest]
	[Standard Alternative Basket Interest]
	[Standard Strangle Basket Interest]
	[Standard Option Basket Interest]
	[Standard Lookback Minimum Performance Interest]
	[Standard Lookback Maximum Performance Interest]
	[Standard Maximum-Minimum Interest]
	[Standard Volbond Interest]
	[Standard Year on Year Participation Interest]
	[Standard Lookback Maximum Performance Basket Interest]
	[Standard Lookback Minimum Performance Basket Interest]

[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]  
[Combination Resettable Range Interest]  
[Combination Snowrange Interest]  
[Combination Subtract Interest]  
[Combination Maximum Interest]  
[Combination Minimum Interest]  
[Combination Complex Digital Basket Interest]  
[Combination Payoff-Linked Digital Interest]

(as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Linked Interest<sub>2</sub>:

- [Standard Fixed Interest]
- [Standard Floating Interest]
- [Standard Asian Option Interest]
- [Standard Collar Interest]
- [Standard Floater Interest]
- [Standard Floored Floater Interest]
- [Standard Inverse Floater Interest]
- [Standard Strangle Interest]
- [Standard Alternative Basket Interest]
- [Standard Strangle Basket Interest]
- [Standard Option Basket Interest]
- [Standard Lookback Minimum Performance Interest]
- [Standard Lookback Maximum Performance Interest]
- [Standard Maximum-Minimum Interest]
- [Standard Volbond Interest]
- [Standard Year on Year Participation Interest]
- [Standard Lookback Maximum Performance Basket Interest]
- [Standard Lookback Minimum Performance Basket Interest]
- [Standard Maximum-Minimum Basket Interest]
- [Standard Volbond Basket Interest]
- [Standard Year on Year Participation Basket Interest]
- [Standard Fixed Digital Interest]
- [Standard Fixed-to-Floating Interest]
- [Standard Range Accrual Interest]
- [Standard Resettable Range Accrual Interest]
- [Standard 3D Range Accrual Interest]
- [Standard Total Range Accrual Interest]
- [Standard Fixed Digital Basket Interest]
- [Standard Power Interest]
- [Standard Dual Range Accrual Interest]
- [Standard Trend Participation Interest]
- [Standard Lookback Trend Participation Interest]
- [Standard Average Trend Participation Interest]



[Standard Trend Participation Basket Interest]  
 [Standard Average Trend Participation Basket Interest]  
 [Standard Multi Fixed Digital Interest]  
 [Standard Digital to Participation Interest]  
 [Standard Knock-out Range Accrual Interest]  
 [Standard Product Basket Interest]  
 [Standard Multi Fixed Basket Interest]  
 [Standard Fixed Range Accrual Basket Interest]  
 [Combination Addition Interest]  
 [Combination Capitalisation Interest]  
 [Combination Complex Digital Interest]  
 [Combination Division Interest]  
 [Combination Multiplication Interest]  
 [Combination Ratchet Interest]  
 [Combination Range Interest]  
 [Combination Resettable Range Interest]  
 [Combination Snowrange Interest]  
 [Combination Subtract Interest]  
 [Combination Maximum Interest]  
 [Combination Minimum Interest]  
 [Combination Complex Digital Basket Interest]  
 [Combination Payoff-Linked Digital Interest]  
 (as completed in paragraph [19G][19H] of these Final Terms for the purposes of this Payoff Feature)

Pelican Option Interest Switch Payoff Feature:

Applicable to:

Cap:

Dual Currency (Interest) Payoff Feature:

Applicable to:

<p>Interest Currency:</p> <p>[•]</p> <p><i>(Add rows as</i></p>	<p>Dual Currency Method:</p> <p>[multiplication] [division]</p> <p><i>(Add rows as</i></p>	<p>Dual Currency (Interest) Exchange Rate:</p> <p>[•]</p> <p><i>(Add rows as</i></p>	<p>FX Price Source:</p> <p>[•]</p> <p><i>(Add rows as required)</i></p>
---	--	--	---

[Applicable][Not Applicable]

[All Interest Periods]

[The following Interest Periods: [•]]

[•] per Calculation Amount

[Applicable][Not Applicable]

[Applicable][Not Applicable]

[All Interest Periods]

[The following Interest Periods: [•]]

<i>required)</i>	<i>required)</i>	<i>required)</i>
Credit Event Contingency Interest Switch Payoff Feature:	[Applicable][Not Applicable] <i>(N.B. This Payoff Feature should not apply to Credit Linked Certificates)</i>	
Applicable to:	[All Interest Periods] [The following Interest Periods: [●]]	
Interest Accrual Cessation Date:	[Event Determination Date][Interest Payment Date immediately preceding Event Determination Date (or, if the Event Determination Date occurs during the first Interest Period the Interest Commencement Date)]	
Trade Date:	[●]	
Reference Entity:	[●]	
Reference Obligation(s):	[Applicable][Not Applicable] <i>(If applicable and if these are multiple Reference Obligations, repeat the subparagraphs below as needed)</i>	
The obligation identified as follows:		
Primary Obligor:	[●]	
Maturity:	[●]	
Coupon:	[●]	
CUSIP/ISIN:	[●]	
Original Issue Amount:	[●]	
Obligation Characteristic(s):	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Domestic Issuance]	
Obligation Category:	[Payment][Borrowed Money][Reference Obligations only][Bond][Loan][Bond or Loan]	
Excluded Obligation:	[Not Applicable][●]	
Obligation:	[●][As per the Credit Linked Conditions]	
All Guarantees:	[Applicable] [Not Applicable]	
Domestic Currency:	[Lawful currency of [Canada][Japan][Switzerland][the United Kingdom][United States of America]][Euro][●]	
Domestic Law:	[laws of England][laws of the State of New York]	
Credit Event:	[Bankruptcy][Failure to Pay][Obligation Acceleration][Obligation Default][Repudiation/Moratorium]	

	[Restructuring]
Payment Requirement (Failure to pay):	[\$1,000,000][●] [Not Applicable] <i>(\$1,000,000 or its equivalent in the Obligation Currency if not specified)</i>
Default Requirement (Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring):	[\$10,000,000][●][Not Applicable] <i>(\$10,000,000 or its equivalent in the Obligation Currency if not specified)</i>
– Restructuring:	[Not Applicable][Restructuring Maturity Limitation and Fully Transferable Obligation Applicable][Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable]
Credit Event Backstop Date:	[Trade Date][date falling 80 calendar days prior to the Trade Date]
DC Credit Event Announcement:	[Prior to Issue Date: Applicable] [Prior to Issue Date: Not Applicable]
Event Determination Date:	[Including prior to the Trade Date][Not Applicable] <i>(If including prior to the Trade Date is Not Applicable relevant date will be including prior to the Issue Date)</i>
Notice of Publicly Available Information:	[Applicable][Not Applicable]
Public Source:	[●]
Grace Period:	[30 calendar days][●]
Grace Period Extension:	[Applicable][Not Applicable]
Reset Option Interest Payoff Feature:	[Applicable][Not Applicable]
Applicable to:	[All Interest Periods] [The following Interest Periods: [●]]
Linked Interest:	[Standard Fixed Interest] [Standard Floating Interest] [Standard Asian Option Interest] [Standard Collar Interest] [Standard Floater Interest] [Standard Floored Floater Interest] [Standard Inverse Floater Interest] [Standard Strangle Interest] [Standard Alternative Basket Interest] [Standard Strangle Basket Interest] [Standard Option Basket Interest] [Standard Lookback Minimum Performance Interest] [Standard Lookback Maximum Performance

Interest]  
[Standard Maximum-Minimum Interest]  
[Standard Volbond Interest]  
[Standard Year on Year Participation Interest]  
[Standard Lookback Maximum Performance Basket Interest]  
[Standard Lookback Minimum Performance Basket Interest]  
[Standard Maximum-Minimum Basket Interest]  
[Standard Volbond Basket Interest]  
[Standard Year on Year Participation Basket Interest]  
[Standard Fixed Digital Interest]  
[Standard Fixed-to-Floating Interest]  
[Standard Range Accrual Interest]  
[Standard Resettable Range Accrual Interest]  
[Standard 3D Range Accrual Interest]  
[Standard Total Range Accrual Interest]  
[Standard Fixed Digital Basket Interest]  
[Standard Power Interest]  
[Standard Dual Range Accrual Interest]  
[Standard Trend Participation Interest]  
[Standard Lookback Trend Participation Interest]  
[Standard Average Trend Participation Interest]  
[Standard Trend Participation Basket Interest]  
[Standard Average Trend Participation Basket Interest]  
[Standard Multi Fixed Digital Interest]  
[Standard Digital to Participation Interest]  
[Standard Knock-out Range Accrual Interest]  
[Standard Product Basket Interest]  
[Standard Multi Fixed Basket Interest]  
[Standard Fixed Range Accrual Basket Interest]  
[Combination Addition Interest]  
[Combination Capitalisation Interest]  
[Combination Complex Digital Interest]  
[Combination Division Interest]  
[Combination Multiplication Interest]  
[Combination Ratchet Interest]  
[Combination Range Interest]

	[Combination Resettable Range Interest]
	[Combination Snowrange Interest]
	[Combination Subtract Interest]
	[Combination Maximum Interest]
	[Combination Minimum Interest]
	[Combination Complex Digital Basket Interest]
	[Combination Payoff-Linked Digital Interest]
	(as completed in paragraph [19G ][19H] of these Final Terms for the purposes of this Payoff Feature)
Leverage:	For the Specified Leverage Linked Interest, as set out in paragraph [●] [(●)] of these Final Terms for the purposes of this Payoff Feature
Margin:	For the Specified Leverage Linked Interest, as set out in paragraph [●] [(●)] of these Final Terms for the purposes of this Payoff Feature
Reset Margin Notification Date:	[●] Business Days
Reset Margin Notification Time:	[●] [am] [pm] [Not Applicable]
Reset Notice Time:	[●] [am] [pm] [Not Applicable]
Reset Notice Date(s):	The date that is 10 Business Days prior to [each Interest Determination Date][●] ( <i>specify which Interest Determination Dates</i> )
Reset Option Number:	[●]
Single Interest Payment Date Payoff Feature:	[Applicable][Not Applicable]
Single Interest Payment Date:	[●]
Additive Payoff Feature:	[Applicable][Not Applicable]
Payoff Feature:	As completed in paragraph[s] [21][28] of these Final Terms for the purposes of this Payoff Feature

**PROVISIONS RELATING TO REDEMPTION**

*(Repeat rows (using the same variables only) as necessary where a line item is used multiple times)*

<b>22 Redemption Determination Date(s):</b>	[For the purposes of determining the Final Redemption Amount [●]]
	[For the purposes of determining an Instalment Redemption Amount as set out in the table below: [(If Instalment Certificate insert table setting out Redemption Determination Date corresponding to each Instalment Date)]]
	[For the purposes of determining an Early Redemption Amount, the date falling [●]]

Business Days prior to the Early Redemption Date]

*(If Instalment Certificate insert table setting out Redemption Determination Date corresponding to each Instalment Date)*

**23 Redemption Method:**

Early Redemption Amount determined in accordance with:	[Standard Redemption][Performance Redemption][Growth Redemption]
Redemption Payoff:	[Determined in accordance with [●] <i>(Insert name of Standard Redemption or Combination Redemption Payoff)</i> [Subject to [●] <i>(Insert name of Payoff Feature)</i> ] (as completed in paragraph [[●] [and] [●]] of these Final Terms)][Not Applicable]
Redemption Unwind Costs:	[Applicable][Not Applicable]
Reference Price:	[●]% of the nominal amount of the Certificates
Final Redemption Amount determined in accordance with:	[Standard Redemption][Performance Redemption][Growth Redemption]
Redemption Payoff:	[Determined in accordance with [●] <i>(Insert name of Standard Redemption or Combination Redemption Payoff)</i> [Subject to [●] <i>(Insert name of Payoff Feature)</i> ] (as completed in paragraph [[●] [and] [●]] of these Final Terms)][Not Applicable]
Redemption Unwind Costs:	[Applicable][Not Applicable]
Payoff Feature Unwind Costs:	[Applicable][Not Applicable]
Reference Price:	[●]% of the nominal amount of the Certificates
Instalment Redemption Amount determined in accordance with:	[Standard Redemption][Performance Redemption][Growth Redemption]
Redemption Payoff:	[Determined in accordance with [●] <i>(Insert name of Standard Redemption or Combination Redemption Payoff)</i> [Subject to [●] <i>(Insert name of Payoff Feature)</i> ] (as completed in paragraph [[●] [and] [●]] of these Final Terms)][Not Applicable]
Redemption Unwind Costs:	[Applicable][Not Applicable]
Payoff Feature Unwind Costs:	[Applicable][Not Applicable]
Reference Price:	[●]% of the nominal amount of the Certificates
<b>24 Instalment Certificates:</b>	[Applicable][Not Applicable]
<b>Instalment Date(s):</b>	<b>Instalment Amount(s):</b>
[●]	[●]
<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

**25 Credit Linked Certificates:**

	[Applicable][Not Applicable] ( <i>non Italian Listed Certificates only</i> )
	( <i>If not applicable, delete the remaining subparagraphs of this paragraph</i> )
Type of Credit Linked Certificates:	( <i>Select each of the following that applies</i> )
	[Single Reference Entity CLC]
	[Nth-to-Default CLC (N:[●])]
	Nth-to-Default CLC (Credit Linked Condition 2.3): [Substitution: Applicable][Substitution: Not Applicable]
	[Linear Basket CLC]
	[Principal Protected CLC]
	Principal Protected Amount: [●][Not Applicable]
	[Fixed Recovery CLC]
	Fixed Recovery Percentage: [●][Not Applicable]
	[Leveraged CLC]
	Leverage Factor: [●][Not Applicable]
	MV Trigger: [●][Not Applicable]
	Spread Trigger: [●][Not Applicable]
	Fair Market Value Redemption Amount: [Accrued Interest][No Accrued Interest included]
	[Reference Obligations Only CLC]
Trade Date:	[●]
Scheduled Redemption Date:	[Redemption Date][●]
Calculation Agent responsible for making calculations and determinations pursuant to Annex 2 ( <i>Credit Linked Conditions</i> ):	[●]
CLC Business Day:	[TARGET 2 Settlement Day][●]
Relevant Time:	[Greenwich Mean Time][Tokyo Time]
Credit Event:	[Bankruptcy][Failure to Pay][Obligation Acceleration][Obligation Default][Repudiation/Moratorium]
	[Restructuring] [As set out in the table in Annex [B]]
– Payment Requirement (Failure to Pay):	[\$1,000,000][●] [Not Applicable] [As set out in the table in Annex [B]]
	( <i>\$1,000,000 or its equivalent in the Obligation Currency if not specified</i> )
– Default Requirement (Obligation Acceleration,	[\$10,000,000][●][Not Applicable] [As set out

Obligation Default, Repudiation/Moratorium, Restructuring):	in the table in Annex [B]] (\$10,000,000 or its equivalent in the Obligation Currency if not specified)
– Restructuring:	[Not Applicable][Restructuring Maturity Limitation and Fully Transferable Obligation Applicable][Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable] [As set out in the table in Annex [B]]
Reference Entity:	[•] [As set out in the table in Annex [B]]
Capped Reference Entity(ies):	[•]
LPN Reference Entity:	[Applicable][Not Applicable]
Floating Rate Payer Calculation Amount:	[•][As per the Credit Linked Conditions]
Reference Obligation(s):	[Applicable][Not Applicable] [(If there are multiple Reference Entities, delete the rows below and specify:) As set out in the table in Annex [B]] (If there are multiple Reference Obligations, repeat the sub-paragraphs below as needed)
The obligation identified as follows:	
Primary Obligor:	[•]
Maturity:	[•]
Coupon:	[•]
CUSIP/ISIN:	[•]
Original Issue Amount:	[•]
Obligation Characteristic(s):	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Domestic Issuance][As set out in the table in Annex [B]]
Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan] [As set out in the table in Annex [B]]
Excluded Obligation:	[Not Applicable][•][As set out in the table in Annex [B]]
Obligation:	[•][As set out in the table in Annex [B]] [As per the Credit Linked Conditions]
Deliverable Obligation:	[•][As set out in the table in Annex [B]] [As per the Credit Linked Conditions]
Excluded Deliverable Obligation:	[Not Applicable][•][As set out in the table in Annex [B]]
Deliverable Obligation Category:	[Payment][Borrowed Money][Reference



	Obligations Only][Bond][Loan][Bond or Loan][As set out in the table in Annex [B]]
Deliverable Obligation Characteristic(s):	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Contingent][Not Domestic Issuance][Assignable Loan][Consent Required Loan][Direct Loan Participation][Transferable][Maximum Maturity][Accelerated or Matured][Not Bearer][As set out in the table in Annex [B]]
All Guarantees:	[Applicable] [Not Applicable] [As set out in the table in Annex [B]]
Domestic Currency (Credit Linked Condition 5.2(b)):	[Lawful currency of [Canada][Japan][Switzerland][the United Kingdom][United States of America]][Euro][As per Credit Linked Condition 5.2(b)]
Domestic Law (Credit Linked Condition 5.2(b)):	[laws of England][laws of the State of New York][As per Credit Linked Condition 5.2(b)]
Cessation of Interest Accrual (Credit Linked Condition 3.1):	[CIA Type 1][CIA Type 2]
Settlement Method:	[Auction Settlement][Cash Settlement][Physical Settlement]
– Fallback Settlement Method:	[Not Applicable][Cash Settlement][Physical Settlement] <i>(Only applicable if Auction Settlement applies)</i>
– Terms relating to Cash Settlement:	[Not Applicable]
• Cash Settlement Amount:	["R" means Weighted Average Final Price]["R" means the Final Price]
• Partial Cash Settlement Date:	[As determined in accordance with the Credit Linked Conditions][Date falling [●] CLC Business Days after the calculation of the Final Price]
Physical Settlement Procedure (Credit Linked Condition 4.7(a)):	[Not Applicable][Certificateholder shall deliver [[10][●]] Business Days prior to the Physical Settlement Date the documents specified in Credit Linked Condition 4.7(a) <i>(Procedure by Certificateholders)</i> <i>(Only applicable if Physical Settlement applies)</i>
Physical Settlement Period:	[[●] CLC Business Days][Not Applicable]
Notice Cut-Off Date:	[Not Applicable] [[5][●]] Business Days]

– Escrow:	[Applicable][Not Applicable]
– Escrow Agent:	[Applicable][Not Applicable]
Settlement at Maturity:	[Applicable][Not Applicable][[●] Business Days immediately following the determination of the [Auction Final Price (if Auction Settlement Date applicable)][Weighted Average Final Price (if Cash Settlement Date applicable)]] (Not applicable for Fixed Recovery CLCs) (Only need to specify for Cash Settlement Date if not 5 Business Days)
Notice Delivery Period:	[[15][●]] CLC Business Days
Notice of Publicly Available Information:	[Applicable][Not Applicable][As set out in the table in Annex [B]]
Public Source:	[●][As per Credit Linked Condition 10]
Settlement Currency:	[●]
Hedge Amount:	[Applicable One-Way Hedge Amount][Applicable Two-Way Hedge Amount][Not Applicable]
Quotations:	
– Minimum Quotation Amount:	[●][As per Credit Linked Condition 10]
– Include Accrued Interest:	[Applicable][Not Applicable]
– Exclude Accrued Interest:	[Applicable][Not Applicable]
– Valuation Time:	[●][As per Credit Linked Condition 10]
– CLC Dealer:	[●][As per Credit Linked Condition 10]
Accreted Amount:	[Include Accrued Interest: Applicable][Include Accrued Interest: Not Applicable]
Credit Event Backstop Date:	[Trade Date][date falling 60 calendar days prior to the Trade Date]
DC Credit Event Announcement:	[Prior to Issue Date: Applicable] [Prior to Issue Date: Not Applicable]
Event Determination Date:	[Including prior to the Trade Date: Applicable][Not Applicable]] (If including prior to the Trade Date is Not Applicable relevant date will be including prior to the Issue Date)
Extension Date:	[Scheduled Redemption Date][date [●][calendar][Business Days] prior to the Scheduled Redemption Date] (or such later date determined in accordance with the Credit Linked Conditions)
Grace Period:	[30 calendar days][●]

Grace Period Extension:	[Applicable][Not Applicable] [As set out in the table in Annex [B]]
Limitation Date Adjustment:	[Not Applicable][Applicable: subject to adjustment in accordance with [( <i>Business Day Convention</i> )]]
Succession Event Backstop Date:	[Not subject to adjustment][adjusted in accordance with [Business Day Convention]]
Redemption following a Merger Event (Credit Linked Condition 2.8):	[Applicable][Not Applicable]
Additional Disruption Event:	[Change in Law][and/or][Hedging Disruption][and/or][Increased Cost of Hedging]
Additional Provisions:	[Applicable: [(●)](as contemplated by Credit Linked Condition 10)] [As set out in the table in Annex [B]] [Not Applicable]
<b>26 Linked Redemption Certificate</b>	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i> <i>(If applicable, at least one of paragraphs 26A to 26E should be specified as Applicable)</i>
<b>26A Commodity Linked Redemption Certificate</b>	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
Single Underlying:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this subparagraph)</i>
Applicable for the purposes of:	[Standard Redemption Payoff [● ( <i>Insert name of Standard Redemption Payoff</i> )]] [Combination Redemption Payoff [● ( <i>Insert name of Combination Redemption Payoff</i> )]] [Payoff Feature [● ( <i>Insert name of Payoff Feature</i> )]]
Commodity:	[●]
Commodity Reference Price:	[Commodity Reference Dealers][●]
Price Source:	[●]
Delivery Date:	[[●]Nearby Month]] [●]
Exchange:	[●]
Futures Contract:	[●]
Price Materiality Percentage:	[●]
Reference Dealers:	[●]
Specified Price:	[high price] [low price] [average of high price]

and low price]  
 [closing price] [opening price]  
 [bid price] [asked price] [average of bid price  
 and asked price] [settlement price]  
 [official settlement price] [official price]  
 [morning fixing] [afternoon fixing] [fixing]  
 [spot price]

[Basket][Multi-Asset Basket]:

[Applicable][Not Applicable]  
 (If not applicable, delete the remaining  
 subparagraphs of this subparagraph)

Common Pricing:

[Applicable][Not Applicable]

[[Basket][Multi-Asset Basket]:

[i] [(Please also refer to paragraph[s] [26B]  
 [and] [26C] [and] [26D] [and] [26E] [and]  
 [26F] for details of other Multi-Asset Basket  
 Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name  
 of Standard Redemption Payoff)]]  
 [Combination Redemption Payoff [● (Insert  
 name of Combination Redemption Payoff)]]  
 [Payoff Feature [● (Insert name of Payoff  
 Feature)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of interest)</i>	[Commodity Reference Dealers][●]	[●]	[[●]Nearby Month][●]	[●]	[●]	[●]	[●][Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price] [bid price] [asked price] [average of bid price and asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket][Multi-Asset Basket]:

[j] [(Please also refer to paragraph[s] [26B] [and]  
 [26C] [and] [26D] [and] [26E] [and] [26F] for  
 details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name of  
 Standard Redemption Payoff)]]  
 [Combination Redemption Payoff [● (Insert name  
 of Combination Redemption Payoff)]]  
 [Payoff Feature [● (Insert name of Payoff  
 Feature)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures Contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of interest)</i>	[Commodity Reference Dealers][●]	[●]	[[●]Nearby Month][●]	[●]	[●]	[●]	[●][Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price]

Form of the Final Terms

redemption)

[bid price] [asked price] [average of bid price and asked price] [settlement price]  
 [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

[[Basket]][Multi-Asset Basket]:

[k] [(Please also refer to paragraph[s] [26B] [and] [26C] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components))]

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name of Standard Redemption Payoff)]]

[Combination Redemption Payoff [● (Insert name of Combination Redemption Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	Commodity:	Commodity Reference Price:	Price Source:	Delivery Date:	Exchange:	Futures Contract:	Price Materiality Percentage:	Reference Dealers:	Specified Price:
[1]	[●] <i>(List on a separate row each commodity used as an Underlying for determination of redemption)</i>	[Commodity Reference Dealers][●]	[●]	[●][Nearby Month] [●]	[●]	[●]	[●]	[●] [Not Applicable]	[high price] [low price] [average of high price and low price] [closing price] [opening price] [bid price] [asked price] [average of bid price and asked price] [settlement price] [official settlement price] [official price] [morning fixing] [afternoon fixing] [fixing] [spot price]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

Additional Disruption Event:

[Applicable][Not Applicable]

Market Disruption Event:

[Price Source Disruption][Trading Disruption]  
 [Disappearance of Commodity Reference Price][Material Change in Formula][Material Change in Content][Tax Disruption]

Maximum Days of Disruption:

[●]

*(If no Maximum Days of Disruption are stated, Maximum Days of Disruption will be equal to five) (Applicable only to Price Source Disruption or Trading Disruption)*

Payment Extension Days:

[●]

*(If no Payment Extension Days are stated, Payment Extension Days will be equal to two)*

Trade Date:

[●]

Observation Date(s):

[●]

Correction of Commodity Prices:	[Applicable][Not Applicable]
– Correction Cut-Off Date:	[●] Business Days Prior to the relevant [Instalment Date,] Early Redemption Date or the Redemption Date, as the case may be.
26B <b>FX Linked Redemption Certificate</b>	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
Trade Date:	[●]
Single Underlying:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this subparagraph)</i>
Applicable for the purposes of:	[Standard Redemption Payoff [● <i>(Insert name of Standard Redemption Payoff)</i> ]] [Combination Redemption Payoff [● <i>(Insert name of Combination Redemption Payoff)</i> ]] [Payoff Feature [● <i>(Insert name of Payoff Feature)</i> ]]
FX Rate(s):	[●][BRL Rate]
Reference Currency:	[●]
Reference Currency Notional Amount:	[●]
Base Currency:	[●]
FX Price Source:	[Applicable [●]][Not Applicable]
Benchmark Obligation(s):	[●]
Event Currency:	[●]
Minimum Amount:	[●]
Price Materiality:	[Applicable][Not Applicable] <i>(If not applicable, delete the subparagraphs of this subparagraph)</i>
(i) Price Materiality Percentage:	[●]
(ii) Primary Rate:	[●]
(iii) Secondary Rate:	[●]
Successor Currency:	[Applicable][Not Applicable]
[Basket][Multi-Asset Basket]:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this subparagraph)</i>
[[Basket][Multi-Asset Basket]:	[i] [(Please also refer to paragraph[s] [26A] [and] [26C] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]
Applicable for the purposes of:	[Standard Redemption Payoff [● <i>(Insert name of Standard Redemption Payoff)</i> ]]

Form of the Final Terms

[Combination Redemption Payoff [● (*Insert name of Combination Redemption Payoff*)]]

[Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying :	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable] [Not Applicable]	[●]	(Delete column if Price Materiality is not applicable) [●]	(Delete column if Price Materiality is not applicable) [●]	[Applicable] [Not Applicable]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

[[Basket]][Multi-Asset Basket]:

[j] [(Please also refer to paragraph[s] [26A] [and] [26C] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● (*Insert name of Standard Redemption Payoff*)]]

[Combination Redemption Payoff [● (*Insert name of Combination Redemption Payoff*)]]

[Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying:	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable] [Not Applicable]	[●]	(Delete column if Price Materiality is not applicable) [●]	(Delete column if Price Materiality is not applicable) [●]	[Applicable] [Not Applicable]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

[[Basket]][Multi-Asset Basket]:

[k] [(Please also refer to paragraph[s] [26A] [and] [26C] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● (*Insert name of Standard Redemption Payoff*)]]

[Combination Redemption Payoff [● (*Insert name of Combination Redemption Payoff*)]]

[Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying:	FX Rate(s):	Reference Currency:	Reference Currency FX Price Source:	Reference Currency Notional Amount:	Base Currency:	FX Price Source:	Benchmark Obligation(s):	Event Currency:	Minimum Amount:	Price Materiality:	Price Materiality Percentage:	Primary Rate:	Secondary Rate:	Successor Currency:
[1]	[●][BRL Rate]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[Applicable] [Not Applicable]	[●]	(Delete column if Price Materiality is not applicable) [●]	(Delete column if Price Materiality is not applicable) [●]	[Applicable] [Not Applicable]

(Add rows (numbered sequentially) as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required) (Add rows as required)

Additional Disruption Event:	[Applicable][Not Applicable]
Observation Date(s):	[●]
Illiquidity Valuation Date:	[●]
Maximum Days of Disruption:	[[●] FX Business Days] <i>(If nothing is specified the default is five (5) FX Business Days)</i>
Payment Extension Date:	[[●] FX Business Days] <i>(If nothing is specified the default is two (2) FX Business Days)</i>
JPY Price Source Disruption:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
– JPY Relevant Page :	[●]
– JPY Fallback Page 1:	[●]
– JPY Fallback Page 2:	[●]
Valuation Time:	[Closing [●]][Intraday] <i>(Specify as per Asset Conditions)</i>
26C <b>Index Linked Redemption Certificate</b>	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
Trade Date:	[●]
Single Underlying:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this subparagraph)</i>
Applicable for the purposes of:	[Standard Redemption Payoff [● <i>(Insert name of Standard Redemption Payoff)</i> ]] [Combination Redemption Payoff [● <i>(Insert name of Combination Redemption Payoff)</i> ]] [Payoff Feature [● <i>(Insert name of Payoff Feature)</i> ]]
Index:	[●][Not Applicable]
Proprietary Index:	[●][Not Applicable]
Exchange:	[●] [Not Applicable]
Index Sponsor:	[●][Not Applicable]
Related Exchange:	[●] [All Exchanges] [Not Applicable]
Valuation Time:	[Closing] [Intraday]
Bloomberg Ticker:	[●][Not Applicable]



[Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

[[Basket][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of: [Standard Redemption Payoff [• *(Insert name of Standard Redemption Payoff)*]]  
 [Combination Redemption Payoff [• *(Insert name of Combination Redemption Payoff)*]]  
 [Payoff Feature [• *(Insert name of Payoff Feature)*]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	[•]	[•]	[•] [Not Applicable]	[•] [Not Applicable]	[•] [All Exchanges] [Not Applicable]	[Closing] [Intraday]	[•] [Not Applicable]
<i>(Add rows numbered sequentially ) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26D] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of: [Standard Redemption Payoff [• *(Insert name of Standard Redemption Payoff)*]]  
 [Combination Redemption Payoff [• *(Insert name of Combination Redemption Payoff)*]]  
 [Payoff Feature [• *(Insert name of Payoff Feature)*]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	[•]	[•]	[•] [Not Applicable]	[•] [Not Applicable]	[•] [All Exchanges] [Not Applicable]	[Closing] [Intraday]	[•] [Not Applicable]
<i>(Add rows numbered sequentially ) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket][Multi-Asset Basket]: [k] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26D] [and] [26E] [and] [26F] for

Applicable for the purposes of:

details of other Multi-Asset Basket Components)]

[Standard Redemption Payoff [ (*Insert name of Standard Redemption Payoff*)]]

[Combination Redemption Payoff [ (*Insert name of Combination Redemption Payoff*)]]

[Payoff Feature [ (*Insert name of Payoff Feature*)]]

Underlying:	Indices:	Proprietary Indices:	Exchange:	Index Sponsor:	Related Exchange:	Valuation Time:	Bloomberg Ticker:
[1]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> [Not Applicable]	<input type="checkbox"/> [Not Applicable]	<input type="checkbox"/> [All Exchanges] [Not Applicable]	[Closing] [Intraday]	<input type="checkbox"/> [Not Applicable]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Additional Disruption Event:

[Applicable][Not Applicable]

Observation Date(s):

[In the event that an Observation Date is a Disrupted Date [Omission][Postponement][Modified Postponement] will apply]

Maximum Days of Disruption:

[8 Scheduled Trading Days][ Scheduled Trading Days]

**26D Inflation Linked Redemption Certificate**

[Applicable][Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

Single Underlying:

[Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

Applicable for the purposes of:

[Standard Redemption Payoff [ (*Insert name of Standard Redemption Payoff*)]]

[Combination Redemption Payoff [ (*Insert name of Combination Redemption Payoff*)]]

[Payoff Feature [ (*Insert name of Payoff Feature*)]]

Inflation Index:

Inflation Index Sponsor:

Reference Month:

Related Bond:

[Not Applicable]  
*(if not applicable, default Related Bonds is the Fallback Bond)*

[Basket][Multi-Asset Basket]:

[Applicable][Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this subparagraph)*

[[Basket]][Multi-Asset Basket]:

[i] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● *(Insert name of Standard Redemption Payoff)*]]  
 [Combination Redemption Payoff [● *(Insert name of Combination Redemption Payoff)*]]  
 [Payoff Feature [● *(Insert name of Payoff Feature)*]]

Underlying:	Inflation Index:	Inflation Index Sponsor:	Reference Month:	Related Bond:
[1]	[●]	[●]	[●]	[●] [Not Applicable] <i>(If not applicable, default Related Bond is the Fallback Bond)</i>
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket]][Multi-Asset Basket]:

[j] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● *(Insert name of Standard Redemption Payoff)*]]  
 [Combination Redemption Payoff [● *(Insert name of Combination Redemption Payoff)*]]  
 [Payoff Feature [● *(Insert name of Payoff Feature)*]]

Underlying:	Inflation Index:	Inflation Index Sponsor:	Reference Month:	Related Bond:
[1]	[●]	[●]	[●]	[●] [Not Applicable] <i>(If not applicable, default Related Bond is the Fallback Bond)</i>
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket]][Multi-Asset Basket]:

[k] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26E] [and] [26F] for details of other Multi-Asset Basket Components)]

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name of Standard Redemption Payoff)]]

[Combination Redemption Payoff [● (Insert name of Combination Redemption Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:

Inflation Index:

Inflation Index Sponsor:

Reference Month:

Related Bond:

[1]

[●]

[●]

[●]

[●]

[Not Applicable]  
(If not applicable, default Related Bond is the Fallback Bond)

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

[Observation Date(s):

[●]]

26E

**Rate Linked Redemption Certificate**

[Applicable][Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

Single Underlying:

[Applicable][Not Applicable]

(If not applicable, delete the remaining subparagraphs of this subparagraph)

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name of Standard Redemption Payoff)]]

[Combination Redemption Payoff [● (Insert name of Combination Redemption Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Benchmark Rate

[LIBOR][EURIBOR][SHIBOR][specify other ISDA rate]

Determination of Benchmark Rate Level

[ISDA Determination][Screen Rate Determination]

Screen Rate Determination:

[Applicable][Not Applicable]

- Relevant Screen Page:

[●][Not Applicable]

(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, <http://www.shibor.org>)

- Relevant Screen Page Time:

[●][Not Applicable]

(11.00 a.m. (London time, in the case of LIBOR, or

*Brussels time, in the case of EURIBOR))*

- Relevant Inter-Bank Market: [●][Not Applicable]  
*(London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)*
  - Reference Banks: [Applicable][Not Applicable]  
*(In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)*
- ISDA Determination: [Applicable][Not Applicable]
- Floating Rate Option: [*insert ISDA Floating Rate Option*]
  - Designated Maturity: [●]
  - Reset Date: [●] [Not Applicable]
- [Basket][Multi-Asset Basket]: [Applicable][Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this subparagraph)*
- [[Basket]][Multi-Asset Basket]: [i] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26D] [and] [26F] for details of other Multi-Asset Basket Components)]]
- Applicable for the purposes of: [Standard Redemption Payoff [● (*Insert name of Standard Redemption Payoff*)]]  
[Combination Redemption Payoff [● (*Insert name of Combination Redemption Payoff*)]]  
[Payoff Feature [● (*Insert name of Payoff Feature*)]]

Underlying:	[ISDA Determination]				[Screen Rate Determination]			
Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:	Reference Banks:
[11] [LIBOR][EURIBOR][SHIBOR] [ <i>specify other ISDA rate</i> ]	[ISDA Determination] [Screen Rate Determination]	[ <i>insert ISDA Floating Rate Option</i> ][Not Applicable]	[●][Not Applicable]	[●][Not Applicable]	[●][Not Applicable] [ <i>(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, http://www.shibor.org)</i> ]	[●][Not Applicable] [ <i>(11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR))</i> ]	[●][Not Applicable] [ <i>(London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)</i> ]	[Applicable][Not Applicable] [ <i>(In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)</i> ]
<i>((Add rows (numbered sequentially) as required))</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

[[Basket]][Multi-Asset Basket]: [j] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26D] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of: [Standard Redemption Payoff [● (*Insert name of*

Standard Redemption Payoff]]

[Combination Redemption Payoff [● (Insert name of Combination Redemption Payoff)]]

[Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	[ISDA Determination]					[Screen Rate Determination]			Reference Banks:
Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:		
[1] [LIBOR][EURIBOR][SHIBOR] [specify other ISDA rate]	[ISDA Determination] [Screen Rate Determination]	[insert ISDA Floating Rate Option][Not Applicable]	[●][Not Applicable]	[●][Not Applicable]	[●][Not Applicable] (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, <a href="http://www.shibor.org">http://www.shibor.org</a> )	[●][Not Applicable] (11.00 a.m. (London inter-bank market in the case of LIBOR, or Brussels time, in the case of EURIBOR))	[●][Not Applicable] (London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)	[Applicable][Not Applicable] (In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)	
((Add rows (numbered sequentially) as required))	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	

[[Basket][Multi-Asset Basket]:

[k] [(Please also refer to paragraph[s] [26A] [and] [26B] [and] [26C] [and] [26D] [and] [26F] for details of other Multi-Asset Basket Components)]]

Applicable for the purposes of:

[Standard Redemption Payoff [● (Insert name of Standard Redemption Payoff)]]  
 [Combination Redemption Payoff [● (Insert name of Combination Redemption Payoff)]]  
 [Payoff Feature [● (Insert name of Payoff Feature)]]

Underlying:	[ISDA Determination]					[Screen Rate Determination]			Reference Banks:
Benchmark Rate:	Determination of Benchmark Rate Level:	[Floating Rate Option:]	[Designated Maturity:]	[Reset Date:]	Relevant Screen Page:	Relevant Screen Page Time:	Relevant Inter-Bank Market:		
[1] [LIBOR][EURIBOR][SHIBOR] [specify other ISDA rate]	[ISDA Determination] [Screen Rate Determination]	[insert ISDA Floating Rate Option][Not Applicable]	[●][Not Applicable]	[●][Not Applicable]	[●][Not Applicable] (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately, in the case of SHIBOR, <a href="http://www.shibor.org">http://www.shibor.org</a> )	[●][Not Applicable] (11.00 a.m. (London inter-bank market in the case of LIBOR, or Brussels time, in the case of EURIBOR))	[●][Not Applicable] (London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR)	[Applicable][Not Applicable] (In event that Principal Certificate Agent is not obliged to select Reference Banks, specify four relevant Reference Banks)	
((Add rows (numbered sequentially) as required))	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	

Specified Currency:	[•]
Observation Date(s):	[•]
ISDA Definitions:	[As specified in the Rate Linked Asset Conditions][•]
<b>26F Multi-Asset Basket Linked Redemption Certificate</b>	[Applicable][Not Applicable] <i>(If applicable, at least two of paragraphs 26A to 26E should be specified as Applicable)</i> <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
Additional Disruption Event:	[Applicable][Not Applicable]
Maximum Days of Disruption:	[•]
Multi-Asset Basket Component:	[Each][ <i>(specify)</i> ] [Commodity][Index][Proprietary Index][Inflation Index][FX Rate][Benchmark Rate] set out in paragraph [26A] [and] [26B] [and] [26C] [and] [26D] [and] [26E] for the purposes of [Standard Redemption Payoff [• ( <i>Insert name of Standard Redemption Payoff</i> )]] [Combination Redemption Payoff [• ( <i>Insert name of Combination Redemption Payoff</i> )]] [Payoff Feature [• ( <i>Insert name of Payoff Feature</i> )]]
Observation Date(s):	[•]
<b>26G Standard Redemption Payoff Provisions</b>	[Applicable][Not Applicable] <i>(Select only the applicable Standard Redemption Payoff(s))</i>
Standard Fixed Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Fixed Percentage:	[•]

Standard Asian Option Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption]][1][2][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Fixed Percentage:	[•]
Floor:	[•][Not Applicable]
Leverage:	[•]
Redemption Observation Period(s):	[•] [Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date <i>(Include if Instalment Certificate)</i> ]
Redemption Observation Date(s):	[•][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]]
Relevant Date:	[Not Applicable][Issue Date][•] <i>(Necessary for Instalment Certificate)</i>
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Collar Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following	Redemption Determination Date[s] for the purposes



Redemption Determination Date(s):	of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s):	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Floater Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•]

	<i>(Insert name of Payoff Feature)</i>
Floor:	[●][Not Applicable]
Leverage:	[●]
Margin:	[●]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Underlying:	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Floored Floater Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[●] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Floor:	[●][Not Applicable]
Leverage:	[●]
Margin:	[●]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Underlying:	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>

Standard Inverse Floater Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Fixed Percentage:	[•]
Floor:	[•][Not Applicable]
Leverage:	[•]
Redemption Observation Date(s):	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Strangle Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-</i>

	<i>paragraph</i> )
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Leverage:	[●]
Margin:	[●]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Underlying:	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Alternative Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[●] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Margin <sub>1</sub> :	[●]
Margin <sub>2</sub> :	[●]
Margin <sub>3</sub> :	[●]
Redemption Observation Date(s):	[[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date]

<b>i:</b>	<b>Underlying<sub>i</sub>:</b>	<b>Leverage<sub>i</sub>:</b>
1	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

<b>j:</b>	<b>Underlying<sub>j</sub>:</b>	<b>Leverage<sub>j</sub>:</b>
1	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

<b>k:</b>	<b>Underlying<sub>k</sub>:</b>	<b>Leverage<sub>k</sub>:</b>
1	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Strangle Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Combination Redemption Payoff:	[•] ( <i>Insert name of Combination Redemption Payoff</i> )

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [●][Not Applicable]

Margin: [●]

Redemption Observation Date(s): [The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date

i:	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Option Basket Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Combination Redemption Payoff: [●]  
*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [●][Not Applicable]

Floor: [●][Not Applicable]



	immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date ( <i>Include if Instalment Certificate</i> )
Relevant Date:	[Not Applicable][Issue Date][●]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Standard Lookback Maximum Performance Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Combination Redemption Payoff:	[●] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Payoff Feature:	[●] ( <i>Insert name of Payoff Feature</i> )
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
Leverage:	[●]
Margin:	[●]
Redemption Observation Date(s):	[●][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [●]]
Redemption Observation Period(s):	[●] [Period from and including the Relevant Date to but excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including



	the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date ( <i>Include if Instalment Certificate</i> )
Relevant Date:	[Not Applicable][Issue Date][●]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Standard Maximum-Minimum Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Combination Redemption Payoff:	[●] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Payoff Feature:	[●] ( <i>Insert name of Payoff Feature</i> )
Cap:	[●][Not Applicable]
Floor:	[●][Not Applicable]
Leverage:	[●]
Redemption Observation Date(s):	[●][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [●]]
Redemption Observation Period(s):	[●] [Period from and including the Relevant Date to but excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date. ( <i>Include if</i>

	<i>Instalment Certificate)</i>
Relevant Date:	[Not Applicable][Issue Date][●]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Standard Volbond Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Combination Redemption Payoff:	[●] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Payoff Feature:	[●] ( <i>Insert name of Payoff Feature</i> )
Cap:	[●][Not Applicable]
Final Underlying Observation Date(s):	[●][[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date]
Floor:	[●][Not Applicable]
Initial Underlying Observation Date(s):	[●][[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date]
Leverage:	[●]
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Standard Year on Year Participation Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following	Redemption Determination Date[s] for the purposes

Redemption Determination Date(s):	of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Final Underlying Observation Date(s):	[•][The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date]
Floor:	[•][Not Applicable]
Initial Underlying Observation Date(s):	[•][The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date]
Leverage:	[•]
Margin:	[•]
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Lookback Maximum Performance Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not

	Applicable]
	<i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Global Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s):	[•][Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]
Redemption Observation Period(s):	[•] [Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date <i>(Include if Instalment Certificate)</i> ]
Relevant Date:	[Not Applicable][Issue Date][•] <i>(Necessary for Instalment Certificate)</i>
<b>i:</b>	<b>Underlying:</b> <b>Leverage:</b>
1	[•] [•]
	<i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required) (Add rows as required)</i>
Standard Lookback Minimum Performance Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-</i>

paragraph)

Relevant Combination Redemption Payoff: [●]  
*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [●][Not Applicable]

Floor: [●][Not Applicable]

Global Leverage: [●]

Margin: [●]

Redemption Observation Date(s): [●][Each] date falling every [1][7][30][60][90][180][365] Business Days after [●]

Redemption Observation Period(s): [●][Period from and including the Relevant Date to but excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date *(Include if Instalment Certificate)*]

Relevant Date: [Not Applicable][Issue Date][●]*(Necessary for Instalment Certificate)*

i:	<b>Underlying:</b>	<b>Leverage:</b>
1	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Maximum-Minimum Basket Redemption: [Applicable][Not Applicable]

Applicable for the purposes of the following Redemption Determination Date(s): [Applicable][Not Applicable] Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an

		Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:		[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:		[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:		[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:		[•] <i>(Insert name of Payoff Feature)</i>
Cap:		[•][Not Applicable]
Floor:		[•][Not Applicable]
Global Leverage:		[•]
Redemption Observation Date(s):		[•][Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]
Redemption Observation Period(s):		[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date <i>(Include if Instalment Certificate)</i> ]
Relevant Date:		[Not Applicable][Issue Date][•] <i>(Necessary for Instalment Certificate)</i>
<b>i:</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Volbond Basket Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Combination Redemption Payoff: [•]  
*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [•]  
*(Insert name of Payoff Feature)*

Cap: [•][Not Applicable]

Final Underlying Observation Date(s): [•][[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date]

Floor: [•][Not Applicable]

Global Leverage: [•]

Initial Underlying Observation Date(s): [•][[The][Each] date falling [•] Business Days [immediately preceding][immediately following] the [previous Instalment Date][Issue Date]

i:	<b>Underlying:</b>	<b>Leverage:</b>
1	[•] (with further information set out in paragraph [•] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Year on Year Participation Basket Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early

Redemption Amount] [Applicable][Not Applicable]  
 (If not applicable, delete the following sub-paragraph)

Applicable for the purposes of the Combination Redemption Payoff:

Relevant Combination Redemption Payoff: [•]  
 (Insert name of Combination Redemption Payoff)

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
 (If not applicable, delete the following sub-paragraph)

Relevant Payoff Feature: [•]  
 (Insert name of Payoff Feature)

Cap: [•][Not Applicable]

Final Underlying Observation Date(s): [•][[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date]

Floor: [•][Not Applicable]

Global Leverage: [•]

Initial Underlying Observation Date(s): [•][[The][Each] date falling [•] Business Days [immediately preceding][immediately following] the [previous Instalment Date][Issue Date]

Margin: [•]

<b>i:</b>	<b>Underlying:</b>	<b>Leverage:</b>
1	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[•]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)

Standard Fixed Digital Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable][Not Applicable]  
 (If not applicable, delete the following sub-paragraph)



Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption]][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Barrier Level <sub>n</sub> :	[•][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
n:	Barrier Level:
1	[•]
[2]	[•]
	Condition:
	The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>1</sub>
	[The condition occurs when the Underlying Value is strictly [higher/lower] than the Barrier Level <sub>2</sub> ]
Fixed Percentage <sub>1</sub> :	[•]
Fixed Percentage <sub>2</sub> :	[•]
Lower Limit:	[•][Not Applicable]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ][Not Applicable]
Redemption Observation Date(s):	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Upper Limit:	[•][Not Applicable]
Standard Fixed-to-Floating Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>

Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Fixed Percentage:	[•]
Floor:	[•][Not Applicable]
Leverage:	[•]
Lower Limit:	[•]
Margin:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Redemption Observation Date(s):	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Upper Limit:	[•]
Standard Range Accrual Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]

Leverage:	[●]
Lower Limit:	[●]
Margin <sub>1</sub> :	[●]
Margin <sub>2</sub> :	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[●][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [●]]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Redemption Observation Period(s):	[●][Period from and including the Relevant Date to but excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date ( <i>Include if Instalment Certificate</i> )]
Relevant Date:	[Not Applicable][Issue Date][●]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Upper Limit:	[●]
Standard Resettable Range Accrual Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following sub- paragraph</i> )
Relevant Combination Redemption Payoff:	[●] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-</i>

	<i>paragraph</i> )
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin <sub>1</sub> :	[•]
Margin <sub>2</sub> :	[•]
Range Accrual Day(s):	[•][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]]
Range Accrual Fixing Date(s):	Each date falling [•] Business Days immediately preceding the first day of the Redemption Observation Period
Redemption Observation Period(s):	[•] [Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date <i>(Include if Instalment Certificate)</i> ]
Relevant Date:	[Not Applicable][Issue Date][•] <i>(Necessary for Instalment Certificate)</i>
Resettable Range:	[Resettable Range <sub>1</sub> ][Resettable Range <sub>2</sub> ][Resettable Range <sub>3</sub> ][Resettable Range <sub>4</sub> ][Resettable Range <sub>5</sub> ]
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard 3D Range Accrual Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following sub- paragraph)</i>
Relevant Combination Redemption Payoff:	[•]

*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Redemption][1][2]][Not Applicable]

*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature:

[•]

*(Insert name of Payoff Feature)*

Cap:

[•][Not Applicable]

Floor:

[•][Not Applicable]

Global Underlying:

[•]

*(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*

Leverage:

[•]

Margin:

[•]

Range Accrual Day(s):

[•][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]]

Redemption Observation Date(s):

[The][[Each] date falling [•] Business Days immediately preceding the Redemption Determination Date

Redemption Observation Period(s):

[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date *(Include if Instalment Certificate)*]

Relevant Date:

[Not Applicable][Issue Date][•]*(Necessary for Instalment Certificate)*

i	Underlying <sub>i</sub> :	Lower Range Accrual Level <sub>i</sub> :	Upper Range Accrual Level <sub>i</sub> :	Range:
1	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant</i>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]

	<i>Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>			
2	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
3	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )	[●]	[●]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
	Standard Total Range Accrual Redemption: Applicable for the purposes of the following Redemption Determination Date(s):		[Applicable][Not Applicable]	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
	Applicable for the purposes of the Combination Redemption Payoff:		[Applicable][Not Applicable]	( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Combination Redemption Payoff:		[●]	( <i>Insert name of Combination Redemption Payoff</i> )
	Applicable for the purposes of a Payoff Feature:		[Applicable as [Linked Redemption][1][2]][Not Applicable]	( <i>If not applicable, delete the following sub-paragraph</i> )
	Relevant Payoff Feature:		[●]	( <i>Insert name of Payoff Feature</i> )
	Cap:		[●][Not Applicable]	

Floor:	[●][Not Applicable]
Leverage:	[●]
Lower Limit:	[●]
Margin:	[●]
Minimum Number:	[●][Not Applicable]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Criteria:	[Each][Minimum Number]
Range Accrual Day(s):	[●][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [●]]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Redemption Observation Period(s):	[●][Period from and including the Relevant Date to but excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to and including the date falling [●] Business Days immediately preceding the following Instalment Date ( <i>Include if Instalment Certificate</i> )]
Relevant Date:	[Not Applicable][Issue Date][●]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[●] (with further information set out in paragraph [●] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Upper Limit:	[●]
Standard Fixed Digital Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] ( <i>If not applicable, delete the following sub- paragraph</i> )
Relevant Combination Redemption Payoff:	[●] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not

Applicable]  
 (If not applicable, delete the following sub-paragraph)

Relevant Payoff Feature: [•]  
 (Insert name of Payoff Feature)

Fixed Percentage<sub>1</sub>: [•]

Fixed Percentage<sub>2</sub>: [•]

Redemption Observation Date(s): [The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date

<b>i</b>	<b>Underlying:</b>	<b>Underlying Value, Range:</b>	<b>Upper Limit:</b>	<b>Lower Limit:</b>
1	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]	[•]	[•]
	(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

Standard Power Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable][Not Applicable]  
 (If not applicable, delete the following sub-paragraph)

Relevant Combination Redemption Payoff: [•]  
 (Insert name of Combination Redemption Payoff)

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption]][1][2]][Not



	Applicable]
	<i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s):	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
x:	[•]
Standard Dual Range Accrual Redemption	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption]][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Global Leverage:	[•]
Margin:	[•]
Range Accrual Day(s):	[•][Each] date falling every [1][7][30][60][90][180][365] Business Days after

Redemption Observation Date(s): [•]  
 [The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date

Redemption Observation Period(s): [•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date (Include if Instalment Certificate)]

Relevant Date: [Not Applicable][Issue Date][•](Necessary for Instalment Certificate)

i	Underlying:	Lower Dual Range Accrual Level <sub>i</sub> :	Upper Dual Range Accrual Level <sub>i</sub> :	Underlying Value <sub>i</sub> Range:
1	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]

(Add rows (numbered sequentially) as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

(Add rows as required)

Standard Trend Participation Redemption: [Applicable][Not Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable as [Standard Redemption Payoff][1][2]][Not Applicable]  
 (If not applicable, delete the following sub-

	<i>paragraph</i> )
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s) <sub>1</sub> :	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Redemption Observation Date(s) <sub>2</sub> :	[The][Each] date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Standard Lookback Trend Participation Redemption:	[Not Applicable][Applicable – Minimum Lookback][Applicable – Maximum Lookback]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]

Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Redemption Observation Period(s) <sub>1</sub> :	Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date
Redemption Observation Period(s) <sub>2</sub> :	Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Standard Average Trend Participation Redemption:	[Not Applicable][Applicable: Arithmetic Average][Applicable: Weighted Average]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Combination Redemption Payoff:	[•] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Payoff Feature:	[•]( <i>Insert name of Payoff Feature</i> )
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]

Redemption Observation Date(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Redemption Observation Period(s) <sub>1</sub> :	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date ( <i>include if Instalment Date</i> )]
Redemption Observation Period(s) <sub>2</sub> :	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding an Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date ( <i>include if Instalment Date</i> )]
Relevant Date:	[Not Applicable][Issue Date][•]( <i>Necessary for Instalment Certificate</i> )
Underlying:	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Weight:	[•] ( <i>Indicate what weight is applicable for each Redemption Average Date</i> )
Standard Trend Participation Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff][1][2]][Not Applicable] ( <i>If not applicable, delete the following subparagraph</i> )
Relevant Combination Redemption Payoff:	[•] ( <i>Insert name of Combination Redemption Payoff</i> )
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable]

*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [●][Not Applicable]

Floor: [●][Not Applicable]

Global Leverage: [●]

Margin: [●]

Redemption Observation Date(s)<sub>1</sub>: [●][Each date falling [●] Business Days immediately preceding the Redemption Determination Date]

Redemption Observation Date(s)<sub>2</sub>: [●][Each date falling [●] Business Days immediately preceding the Redemption Determination Date]

<b>i</b>	<b>Underlying<sub>i</sub></b>	<b>Leverage<sub>i</sub></b>
1	[●] <i>(with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Average Trend Participation Basket Redemption: [Not Applicable][Applicable: Arithmetic Average][Applicable: Weighted Average]

Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable as [Standard Redemption Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Combination Redemption Payoff: [●]  
*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [•][Not Applicable]  
 Floor: [•][Not Applicable]  
 Global Leverage: [•]  
 Redemption Observation Date(s): [•][Each date falling every [1][7][30][60][90][180][365] days after [•]]  
 Redemption Observation Period(s)<sub>1</sub>: Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date  
 Redemption Observation Period(s)<sub>2</sub>: Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date  
 Margin: [•]  
 Weight: [•]  
*(Indicate what weight is applicable for each Redemption Observation Date)*

<b>i</b>	<b>Underlying<sub>i</sub></b>	<b>Leverage<sub>i</sub></b>
1	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[•]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

(dd) Standard Multi Fixed Digital Redemption: [Not Applicable][Applicable]  
 Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]  
 Applicable for the purposes of the Combination Redemption Payoff: [Applicable as [Standard Redemption Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*  
 Relevant Combination Redemption Payoff: [•]  
*(Insert name of Combination Redemption Payoff)*  
 Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not

Applicable]

*(If not applicable, delete the following subparagraph)*

Relevant Payoff Feature: [•]  
*(Insert name of Payoff Feature)*

Fixed Percentage<sub>1</sub>: [•]  
 Fixed Percentage<sub>2</sub>: [•]  
 Fixed Percentage<sub>3</sub>: [•]  
 Fixed Percentage<sub>4</sub>: [•]  
 Fixed Percentage<sub>5</sub>: [•]  
 Fixed Percentage<sub>6</sub>: [•]

Redemption Observation Date(s): [•][Each date falling every [1][7][30][60][90][180][365] days after [•]]

Redemption Observation Period(s): Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date

Underlying: [•]  
*(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*

	<b>Lower Limit</b>	<b>Upper Limit</b>	<b>Range</b>
Range <sub>A</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>B</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>C</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>D</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
Range <sub>E</sub>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] ] [Range <sub>4</sub> ][Range <sub>5</sub> ]

Standard Digital to Participation Redemption: [Not Applicable][Applicable]

Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]



Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff]][1][2][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption]][1][2][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Fixed Percentage:	[•]
Leverage:	[•]
Lower Limit:	[•]
Margin:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Redemption Observation Date(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Redemption Observation Period(s):	Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Underlying Observation Date(s) <sub>1</sub> :	Each date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying Observation Date(s) <sub>2</sub> :	Each date falling [•] Business Days immediately preceding the Redemption Determination Date
Upper Limit:	[•]
Standard Knock-out Range Accrual Redemption:	[Not Applicable][Applicable: Any Accrual Factor Event Day][Applicable: Specific Accrual Factor Event Day]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an

	Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following subparagraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Accrual Factor Event Day(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Accrual Factor Knock-out Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Accrual Factor Observation Period(s):	Period from and including each date falling [•] Business Days immediately preceding the Redemption Determination Date to and including the date falling [•] Business Days immediately preceding the Redemption Determination Date
Cap:	[•][Not Applicable]
Floor:	[•][Not Applicable]
Leverage:	[•]
Lower Limit (Accrual Factor Knock-out Range):	[•]
Lower Limit (Range):	[•]
Margin <sub>1</sub> :	[•]
Margin <sub>2</sub> :	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Redemption Observation Date(s):	Each date falling [•] Business Days immediately preceding the Redemption Determination Date
Underlying:	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>
Upper Limit (Accrual Factor Knock-out Range):	[•]

Upper Limit (Range): [●]

Standard Product Basket Redemption: [Not Applicable][Applicable]

Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff: [Applicable as [Standard Redemption Payoff][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Combination Redemption Payoff: [●]  
*(Insert name of Combination Redemption Payoff)*

Applicable for the purposes of a Payoff Feature: [Applicable as [Linked Redemption][1][2]][Not Applicable]  
*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature: [●]  
*(Insert name of Payoff Feature)*

Cap: [●][Not Applicable]

Final Underlying Observation Date(s): Each date falling [●] Business Days immediately preceding the Redemption Determination Date

Floor: [●][Not Applicable]

Initial Underlying Observation Date(s): Each date falling [●] Business Days immediately preceding the Redemption Determination Date

Ratio: [●]

Weight: [●]

i:	<b>Underlying<sub>i</sub>:</b>	<b>Weight<sub>i</sub>:</b>
1	[●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[●]
<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>

Standard Multi Fixed Basket Redemption: [Not Applicable][Applicable]

Applicable for the purposes of the following Redemption Determination Date(s): Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of the Combination Redemption Payoff:

[Applicable as [Standard Redemption Payoff]][1][2]][Not Applicable]  
(If not applicable, delete the following subparagraph)

Relevant Combination Redemption Payoff:

[•]  
(Insert name of Combination Redemption Payoff)

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Redemption]][1][2]][Not Applicable]  
(If not applicable, delete the following subparagraph)

Relevant Payoff Feature:

[•]  
(Insert name of Payoff Feature)

Fixed Percentage<sub>1</sub>:

[•]

Fixed Percentage<sub>2</sub>:

[•]

Redemption Observation Date(s):

[•][Each date falling [•] Business Days immediately preceding the Redemption Determination Date]

i	<b>Underlying<sub>i</sub>:</b>	<b>Lower Limit<sub>i</sub>:</b>	<b>Upper Limit<sub>i</sub>:</b>	<b>Underlying Value<sub>i</sub> Range:</b>
1	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)
j	<b>Underlying<sub>j</sub>:</b>	<b>Lower Limit<sub>j</sub>:</b>	<b>Upper Limit<sub>j</sub>:</b>	<b>Underlying Value<sub>j</sub> Range:</b>
1	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ] [Range <sub>4</sub> ][Range <sub>5</sub> ]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

Standard Fixed Range Accrual Basket Redemption:	[Applicable][Not Applicable]			
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]			
Applicable for the purposes of the Combination Redemption Payoff:	[Applicable as [Standard Redemption Payoff][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>			
Relevant Combination Redemption Payoff:	[•] <i>(Insert name of Combination Redemption Payoff)</i>			
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>			
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>			
Fixed Percentage:	[•][Not Applicable]			
Range Accrual Day(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]			
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date <i>(Include if Instalment Certificate)</i> ]			
Relevant Date:	[Not Applicable][Issue Date][•] <i>(Necessary for Instalment Certificate)</i>			
i	Underlying:	Lower Limit <sub>i</sub> :	Upper Limit <sub>i</sub> :	Underlying Value <sub>i</sub> Range:
1	[•] <i>(with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	[•]	[•]	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
<i>(Add rows numbered)</i>	<i>(Add rows as required)</i>	<i>(Add rows)</i>	<i>(Add rows as)</i>	<i>(Add rows as)</i>

*sequentially) as  
required)*

*as required) required) required)*

**26H Combination Redemption Payoff Provisions**

[Applicable][Not Applicable]

*(Select only the applicable Combination Payoff(s))*

Combination Addition Redemption:

[Applicable][Not Applicable]

Applicable for the purposes of the following  
Redemption Determination Date(s):

Redemption Determination Date[s] for the purposes of  
determining [the Final Redemption Amount][an  
Instalment Redemption Amount][and][an Early  
Redemption Amount]

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Redemption][1][2]][Not  
Applicable]

*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature:

[•]

*(Insert name of Payoff Feature)*

Floor:

[•][Not Applicable]

Standard Redemption Payoff<sub>1</sub>:

*(Select only one and delete those that do not apply)*

[Standard Fixed Redemption]

[Standard Asian Option Redemption]

[Standard Collar Redemption]

[Standard Floater Redemption]

[Standard Floored Floater Redemption]

[Standard Inverse Floater Redemption]

[Standard Strangle Redemption]

[Standard Alternative Basket Redemption]

[Standard Strangle Basket Redemption]

[Standard Option Basket Redemption]

[Standard Lookback Minimum Performance  
Redemption]

[Standard Lookback Maximum Performance  
Redemption]

[Standard Maximum-Minimum Redemption]

[Standard Volbond Redemption]

[Standard Year on Year Participation Redemption]

[Standard Lookback Maximum Performance Basket  
Redemption]

[Standard Lookback Minimum Performance Basket  
Redemption]

[Standard Maximum-Minimum Basket Redemption]

[Standard Volbond Basket Redemption]

[Standard Year on Year Participation Basket  
Redemption]

[Standard Fixed Digital Redemption]

[Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
 [Standard Fixed Redemption]  
 [Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]  
 [Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket

	<p>Redemption]</p> <p>[Standard Lookback Minimum Performance Basket Redemption]</p> <p>[Standard Maximum-Minimum Basket Redemption]</p> <p>[Standard Volbond Basket Redemption]</p> <p>[Standard Year on Year Participation Basket Redemption]</p> <p>[Standard Fixed Digital Redemption]</p> <p>[Standard Fixed-to-Floating Redemption]</p> <p>[Standard Range Accrual Redemption]</p> <p>[Standard Resettable Range Accrual Redemption]</p> <p>[Standard 3D Range Accrual Redemption]</p> <p>[Standard Total Range Accrual Redemption]</p> <p>[Standard Fixed Digital Basket Redemption]</p> <p>[Standard Power Redemption]</p> <p>[Standard Dual Range Accrual Redemption]</p> <p>[Standard Trend Participation Redemption]</p> <p>[Standard Lookback Trend Participation Redemption]</p> <p>[Standard Average Trend Participation Redemption]</p> <p>[Standard Trend Participation Basket Redemption]</p> <p>[Standard Average Trend Participation Basket Redemption]</p> <p>[Standard Multi Fixed Digital Redemption]</p> <p>[Standard Digital to Participation Redemption]</p> <p>[Standard Knock-out Range Accrual Redemption]</p> <p>[Standard Product Basket Redemption]</p> <p>[Standard Multi Fixed Basket Redemption]</p> <p>[Standard Fixed Range Accrual Basket Redemption]</p> <p>(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)</p>
Combination Capitalisation Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Alternative Redemption:	[Determined on the Alternative Redemption Date][Previous Redemption Determination



	Date][Specific Redemption Determination Date] <i>(If Specific Redemption Determination Date is applicable set out which Previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date)</i>
First Redemption Percentage:	[[●]%%][Not Applicable] <i>(Only Applicable for Instalment Certificates)</i>
Floor:	[●][Not Applicable]
Leverage:	[●]
Standard Redemption Payoff:	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket Redemption] [Standard Fixed Digital Redemption] [Standard Fixed-to-Floating Redemption] [Standard Range Accrual Redemption] [Standard Resettable Range Accrual Redemption] [Standard 3D Range Accrual Redemption] [Standard Total Range Accrual Redemption]

	[Standard Fixed Digital Basket Redemption]
	[Standard Power Redemption]
	[Standard Dual Range Accrual Redemption]
	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Combination Complex Digital Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[•] (Insert name of Payoff Feature)
Lower Limit:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Redemption Observation Date(s):	[•][Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date (Include if Instalment Certificate)]
Relevant Date:	[Not Applicable][Issue Date][•](Necessary for Instalment Certificate)

Standard Redemption Payoff<sub>1</sub>:

*(Select only one and delete those that do not apply)*

- [Standard Fixed Redemption]
- [Standard Asian Option Redemption]
- [Standard Collar Redemption]
- [Standard Floater Redemption]
- [Standard Floored Floater Redemption]
- [Standard Inverse Floater Redemption]
- [Standard Strangle Redemption]
- [Standard Alternative Basket Redemption]
- [Standard Strangle Basket Redemption]
- [Standard Option Basket Redemption]
- [Standard Lookback Minimum Performance Redemption]
- [Standard Lookback Maximum Performance Redemption]
- [Standard Maximum-Minimum Redemption]
- [Standard Volbond Redemption]
- [Standard Year on Year Participation Redemption]
- [Standard Lookback Maximum Performance Basket Redemption]
- [Standard Lookback Minimum Performance Basket Redemption]
- [Standard Maximum-Minimum Basket Redemption]
- [Standard Volbond Basket Redemption]
- [Standard Year on Year Participation Basket Redemption]
- [Standard Fixed Digital Redemption]
- [Standard Fixed-to-Floating Redemption]
- [Standard Range Accrual Redemption]
- [Standard Resettable Range Accrual Redemption]
- [Standard 3D Range Accrual Redemption]
- [Standard Total Range Accrual Redemption]
- [Standard Fixed Digital Basket Redemption]
- [Standard Power Redemption]
- [Standard Dual Range Accrual Redemption]
- [Standard Trend Participation Redemption]
- [Standard Lookback Trend Participation Redemption]
- [Standard Average Trend Participation Redemption]
- [Standard Trend Participation Basket Redemption]
- [Standard Average Trend Participation Basket Redemption]
- [Standard Multi Fixed Digital Redemption]

[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]  
[Standard Product Basket Redemption]  
[Standard Multi Fixed Basket Redemption]  
[Standard Fixed Range Accrual Basket Redemption]  
(as completed in paragraph 26G of these Final Terms  
for the purposes of this Combination Redemption  
Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*

[Standard Fixed Redemption]  
[Standard Asian Option Redemption]  
[Standard Collar Redemption]  
[Standard Floater Redemption]  
[Standard Floored Floater Redemption]  
[Standard Inverse Floater Redemption]  
[Standard Strangle Redemption]  
[Standard Alternative Basket Redemption]  
[Standard Strangle Basket Redemption]  
[Standard Option Basket Redemption]  
[Standard Lookback Minimum Performance  
Redemption]  
[Standard Lookback Maximum Performance  
Redemption]  
[Standard Maximum-Minimum Redemption]  
[Standard Volbond Redemption]  
[Standard Year on Year Participation Redemption]  
[Standard Lookback Maximum Performance Basket  
Redemption]  
[Standard Lookback Minimum Performance Basket  
Redemption]  
[Standard Maximum-Minimum Basket Redemption]  
[Standard Volbond Basket Redemption]  
[Standard Year on Year Participation Basket  
Redemption]  
[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]

	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Underlying:	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit:	[•]
Combination Division Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[•] (Insert name of Payoff Feature)
Floor:	[•][Not Applicable]
Standard Redemption Payoff <sub>1</sub> :	(Select only one and delete those that do not apply) [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption]

[Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)  
 [Standard Fixed Redemption]

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*

[Standard Fixed Redemption]

[Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]  
 [Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]

	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Combination Multiplication Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Floor:	[•][Not Applicable]
Standard Redemption Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket Redemption]



[Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
 [Standard Fixed Redemption]  
 [Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]  
 [Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]

[Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Combination Ratchet Redemption:

[Applicable][Not Applicable]

Applicable for the purposes of the following Redemption Determination Date(s):

Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Redemption][1][2]][Not Applicable]

*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature:

[•]

*(Insert name of Payoff Feature)*

Alternative Redemption:	[The First Redemption Percentage][Specific Redemption Determination Date] [Previous Redemption Determination Date] <i>(If Specific Redemption Determination Date is applicable, set out which previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date)</i>
Cap:	[•][Not Applicable]
First Redemption Percentage:	[•]% <i>(Only Applicable for Instalment Certificates)</i>
Floor:	[•][Not Applicable]
Leverage:	[•]
Standard Redemption Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket Redemption] [Standard Fixed Digital Redemption] [Standard Fixed-to-Floating Redemption] [Standard Range Accrual Redemption]

	[Standard Resettable Range Accrual Redemption]
	[Standard 3D Range Accrual Redemption]
	[Standard Total Range Accrual Redemption]
	[Standard Fixed Digital Basket Redemption]
	[Standard Power Redemption]
	[Standard Dual Range Accrual Redemption]
	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Combination Range Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[•] (Insert name of Payoff Feature)
Lower Limit:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[•]
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date (Include if Instalment Certificate)]

Relevant Date: [Not Applicable][Issue Date][●](*Necessary for Instalment Certificate*)

Standard Redemption Payoff: (*Select only one and delete those that do not apply*)

- [Standard Fixed Redemption]
- [Standard Asian Option Redemption]
- [Standard Collar Redemption]
- [Standard Floater Redemption]
- [Standard Floored Floater Redemption]
- [Standard Inverse Floater Redemption]
- [Standard Strangle Redemption]
- [Standard Alternative Basket Redemption]
- [Standard Strangle Basket Redemption]
- [Standard Option Basket Redemption]
- [Standard Lookback Minimum Performance Redemption]
- [Standard Lookback Maximum Performance Redemption]
- [Standard Maximum-Minimum Redemption]
- [Standard Volbond Redemption]
- [Standard Year on Year Participation Redemption]
- [Standard Lookback Maximum Performance Basket Redemption]
- [Standard Lookback Minimum Performance Basket Redemption]
- [Standard Maximum-Minimum Basket Redemption]
- [Standard Volbond Basket Redemption]
- [Standard Year on Year Participation Basket Redemption]
- [Standard Fixed Digital Redemption]
- [Standard Fixed-to-Floating Redemption]
- [Standard Range Accrual Redemption]
- [Standard Resettable Range Accrual Redemption]
- [Standard 3D Range Accrual Redemption]
- [Standard Total Range Accrual Redemption]
- [Standard Fixed Digital Basket Redemption]
- [Standard Power Redemption]
- [Standard Dual Range Accrual Redemption]
- [Standard Trend Participation Redemption]
- [Standard Lookback Trend Participation Redemption]
- [Standard Average Trend Participation Redemption]
- [Standard Trend Participation Basket Redemption]
- [Standard Average Trend Participation Basket

	Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Underlying:	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Upper Limit:	[•]
Combination Resettable Range Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Payoff Feature:	[•] ( <i>Insert name of Payoff Feature</i> )
Initial Underlying Observation Date(s):	The date falling [•] Business Days immediately preceding the first day of the Redemption Observation Period
Margin:	[•]
Range Accrual Day(s):	[•][Each date falling every [1][7][30][60][90][180][365] days after [•]]
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date ( <i>Include if Instalment Certificate</i> )]
Relevant Date:	[Not Applicable][Issue Date][•](Necessary for Instalment Certificate)

Resettable Range:	[Resettable Range <sub>1</sub> ][Resettable Range <sub>2</sub> ][Resettable Range <sub>3</sub> ][Resettable Range <sub>4</sub> ][Resettable Range <sub>5</sub> ]
Standard Redemption Payoff:	<p><i>(Select only one and delete those that do not apply)</i></p> <p>[Standard Fixed Redemption]</p> <p>[Standard Asian Option Redemption]</p> <p>[Standard Collar Redemption]</p> <p>[Standard Floater Redemption]</p> <p>[Standard Floored Floater Redemption]</p> <p>[Standard Inverse Floater Redemption]</p> <p>[Standard Strangle Redemption]</p> <p>[Standard Alternative Basket Redemption]</p> <p>[Standard Strangle Basket Redemption]</p> <p>[Standard Option Basket Redemption]</p> <p>[Standard Lookback Minimum Performance Redemption]</p> <p>[Standard Lookback Maximum Performance Redemption]</p> <p>[Standard Maximum-Minimum Redemption]</p> <p>[Standard Volbond Redemption]</p> <p>[Standard Year on Year Participation Redemption]</p> <p>[Standard Lookback Maximum Performance Basket Redemption]</p> <p>[Standard Lookback Minimum Performance Basket Redemption]</p> <p>[Standard Maximum-Minimum Basket Redemption]</p> <p>[Standard Volbond Basket Redemption]</p> <p>[Standard Year on Year Participation Basket Redemption]</p> <p>[Standard Fixed Digital Redemption]</p> <p>[Standard Fixed-to-Floating Redemption]</p> <p>[Standard Range Accrual Redemption]</p> <p>[Standard Resettable Range Accrual Redemption]</p> <p>[Standard 3D Range Accrual Redemption]</p> <p>[Standard Total Range Accrual Redemption]</p> <p>[Standard Fixed Digital Basket Redemption]</p> <p>[Standard Power Redemption]</p> <p>[Standard Dual Range Accrual Redemption]</p> <p>[Standard Trend Participation Redemption]</p> <p>[Standard Lookback Trend Participation Redemption]</p> <p>[Standard Average Trend Participation Redemption]</p> <p>[Standard Trend Participation Basket Redemption]</p> <p>[Standard Average Trend Participation Basket</p>

	Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Underlying:	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Combination Snowrange Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[•] (Insert name of Payoff Feature)
Alternative Redemption:	[Specific Redemption Date][Previous Redemption Determination Date][Determined on the Alternative Redemption Date] (If Specific Redemption Determination Date is applicable set out which Previous Redemption Determination Date will be used to calculate the Alternative Redemption for each Redemption Determination Date)
Alternative Redemption Date(s):	[•][Not Applicable] (Not Applicable for Instalment Certificates)
First Redemption Amount:	[[•]%][Not Applicable] (Only Applicable for Instalment Certificates)
Lower Limit:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Range Accrual Day(s):	[•]
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but



excluding the date falling [●] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [●] Business Days immediately preceding an Instalment Date to but excluding the date falling [●] Business Days immediately preceding the following Instalment Date (*Include if Instalment Certificate*)

Relevant Date:

[Not Applicable][Issue Date][●](*Necessary for Instalment Certificate*)

Standard Redemption Payoff<sub>i</sub>:

(*Select only one and delete those that do not apply*)

[Standard Fixed Redemption]

[Standard Asian Option Redemption]

[Standard Collar Redemption]

[Standard Floater Redemption]

[Standard Floored Floater Redemption]

[Standard Inverse Floater Redemption]

[Standard Strangle Redemption]

[Standard Alternative Basket Redemption]

[Standard Strangle Basket Redemption]

[Standard Option Basket Redemption]

[Standard Lookback Minimum Performance Redemption]

[Standard Lookback Maximum Performance Redemption]

[Standard Maximum-Minimum Redemption]

[Standard Volbond Redemption]

[Standard Year on Year Participation Redemption]

[Standard Lookback Maximum Performance Basket Redemption]

[Standard Lookback Minimum Performance Basket Redemption]

[Standard Maximum-Minimum Basket Redemption]

[Standard Volbond Basket Redemption]

[Standard Year on Year Participation Basket Redemption]

[Standard Fixed Digital Redemption]

[Standard Fixed-to-Floating Redemption]

[Standard Range Accrual Redemption]

[Standard Resettable Range Accrual Redemption]

[Standard 3D Range Accrual Redemption]

[Standard Total Range Accrual Redemption]

[Standard Fixed Digital Basket Redemption]

[Standard Power Redemption]

	[Standard Dual Range Accrual Redemption]
	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Underlying:	[•] (with further information set out in paragraph [•] ( <i>Insert reference to correct Asset Condition line item</i> ) of these Final Terms) ( <i>The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate</i> )
Upper Limit:	[•]
Combination Subtract Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] ( <i>If not applicable, delete the following sub-paragraph</i> )
Relevant Payoff Feature:	[•] ( <i>Insert name of Payoff Feature</i> )
Floor:	[•][Not Applicable]
Standard Redemption Payoff <sub>1</sub> :	( <i>Select only one and delete those that do not apply</i> ) [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption]

- [Standard Alternative Basket Redemption]
  - [Standard Strangle Basket Redemption]
  - [Standard Option Basket Redemption]
  - [Standard Lookback Minimum Performance Redemption]
  - [Standard Lookback Maximum Performance Redemption]
  - [Standard Maximum-Minimum Redemption]
  - [Standard Volbond Redemption]
  - [Standard Year on Year Participation Redemption]
  - [Standard Lookback Maximum Performance Basket Redemption]
  - [Standard Lookback Minimum Performance Basket Redemption]
  - [Standard Maximum-Minimum Basket Redemption]
  - [Standard Volbond Basket Redemption]
  - [Standard Year on Year Participation Basket Redemption]
  - [Standard Fixed Digital Redemption]
  - [Standard Fixed-to-Floating Redemption]
  - [Standard Range Accrual Redemption]
  - [Standard Resettable Range Accrual Redemption]
  - [Standard 3D Range Accrual Redemption]
  - [Standard Total Range Accrual Redemption]
  - [Standard Fixed Digital Basket Redemption]
  - [Standard Power Redemption]
  - [Standard Dual Range Accrual Redemption]
  - [Standard Trend Participation Redemption]
  - [Standard Lookback Trend Participation Redemption]
  - [Standard Average Trend Participation Redemption]
  - [Standard Trend Participation Basket Redemption]
  - [Standard Average Trend Participation Basket Redemption]
  - [Standard Multi Fixed Digital Redemption]
  - [Standard Digital to Participation Redemption]
  - [Standard Knock-out Range Accrual Redemption]
  - [Standard Product Basket Redemption]
  - [Standard Multi Fixed Basket Redemption]
  - [Standard Fixed Range Accrual Basket Redemption]
- (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*

[Standard Fixed Redemption]  
[Standard Asian Option Redemption]  
[Standard Collar Redemption]  
[Standard Floater Redemption]  
[Standard Floored Floater Redemption]  
[Standard Inverse Floater Redemption]  
[Standard Strangle Redemption]  
[Standard Alternative Basket Redemption]  
[Standard Strangle Basket Redemption]  
[Standard Option Basket Redemption]  
[Standard Lookback Minimum Performance Redemption]  
[Standard Lookback Maximum Performance Redemption]  
[Standard Maximum-Minimum Redemption]  
[Standard Volbond Redemption]  
[Standard Year on Year Participation Redemption]  
[Standard Lookback Maximum Performance Basket Redemption]  
[Standard Lookback Minimum Performance Basket Redemption]  
[Standard Maximum-Minimum Basket Redemption]  
[Standard Volbond Basket Redemption]  
[Standard Year on Year Participation Basket Redemption]  
[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]  
[Standard Trend Participation Redemption]  
[Standard Lookback Trend Participation Redemption]  
[Standard Average Trend Participation Redemption]  
[Standard Trend Participation Basket Redemption]  
[Standard Average Trend Participation Basket Redemption]  
[Standard Multi Fixed Digital Redemption]  
[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]

	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Combination Maximum Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[•] <i>(Insert name of Payoff Feature)</i>
Floor:	[•][Not Applicable]
Standard Redemption Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket]

Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
 [Standard Fixed Redemption]  
 [Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]  
 [Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]

[Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

Combination Minimum Redemption:

[Applicable][Not Applicable]

Applicable for the purposes of the following Redemption Determination Date(s):

Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]

Applicable for the purposes of a Payoff Feature:

[Applicable as [Linked Redemption][1][2]][Not Applicable]

*(If not applicable, delete the following sub-paragraph)*

Relevant Payoff Feature:

[•]

*(Insert name of Payoff Feature)*

Floor:  [Not Applicable]

Standard Redemption Payoff<sub>1</sub>: *(Select only one and delete those that do not apply)*

[Standard Fixed Redemption]

[Standard Asian Option Redemption]

[Standard Collar Redemption]

[Standard Floater Redemption]

[Standard Floored Floater Redemption]

[Standard Inverse Floater Redemption]

[Standard Strangle Redemption]

[Standard Alternative Basket Redemption]

[Standard Strangle Basket Redemption]

[Standard Option Basket Redemption]

[Standard Lookback Minimum Performance Redemption]

[Standard Lookback Maximum Performance Redemption]

[Standard Maximum-Minimum Redemption]

[Standard Volbond Redemption]

[Standard Year on Year Participation Redemption]

[Standard Lookback Maximum Performance Basket Redemption]

[Standard Lookback Minimum Performance Basket Redemption]

[Standard Maximum-Minimum Basket Redemption]

[Standard Volbond Basket Redemption]

[Standard Year on Year Participation Basket Redemption]

[Standard Fixed Digital Redemption]

[Standard Fixed-to-Floating Redemption]

[Standard Range Accrual Redemption]

[Standard Resettable Range Accrual Redemption]

[Standard 3D Range Accrual Redemption]

[Standard Total Range Accrual Redemption]

[Standard Fixed Digital Basket Redemption]

[Standard Power Redemption]

[Standard Dual Range Accrual Redemption]

[Standard Trend Participation Redemption]

[Standard Lookback Trend Participation Redemption]

[Standard Average Trend Participation Redemption]

[Standard Trend Participation Basket Redemption]

[Standard Average Trend Participation Basket Redemption]



- [Standard Multi Fixed Digital Redemption]
- [Standard Digital to Participation Redemption]
- [Standard Knock-out Range Accrual Redemption]
- [Standard Product Basket Redemption]
- [Standard Multi Fixed Basket Redemption]
- [Standard Fixed Range Accrual Basket Redemption]
- (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
- Standard Redemption Payoff<sub>2</sub>: *(Select only one and delete those that do not apply)*
  - [Standard Fixed Redemption]
  - [Standard Asian Option Redemption]
  - [Standard Collar Redemption]
  - [Standard Floater Redemption]
  - [Standard Floored Floater Redemption]
  - [Standard Inverse Floater Redemption]
  - [Standard Strangle Redemption]
  - [Standard Alternative Basket Redemption]
  - [Standard Strangle Basket Redemption]
  - [Standard Option Basket Redemption]
  - [Standard Lookback Minimum Performance Redemption]
  - [Standard Lookback Maximum Performance Redemption]
  - [Standard Maximum-Minimum Redemption]
  - [Standard Volbond Redemption]
  - [Standard Year on Year Participation Redemption]
  - [Standard Lookback Maximum Performance Basket Redemption]
  - [Standard Lookback Minimum Performance Basket Redemption]
  - [Standard Maximum-Minimum Basket Redemption]
  - [Standard Volbond Basket Redemption]
  - [Standard Year on Year Participation Basket Redemption]
  - [Standard Fixed Digital Redemption]
  - [Standard Fixed-to-Floating Redemption]
  - [Standard Range Accrual Redemption]
  - [Standard Resettable Range Accrual Redemption]
  - [Standard 3D Range Accrual Redemption]
  - [Standard Total Range Accrual Redemption]
  - [Standard Fixed Digital Basket Redemption]
  - [Standard Power Redemption]

	[Standard Dual Range Accrual Redemption]
	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	(as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)
Combination Complex Digital Basket Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] (If not applicable, delete the following sub-paragraph)
Relevant Payoff Feature:	[•] (Insert name of Payoff Feature)
Cap:	[•][Not Applicable]
Fixed Percentage:	[•]
Floor:	[•][Not Applicable]
Leverage:	[•]
Margin:	[•]
Redemption Observation Date(s):	[•][[Each] date falling every [1][7][30][60][90][180][365] Business Days after [•]]
Redemption Observation Period(s):	[•][Period from and including the Relevant Date to but excluding the date falling [•] Business Days immediately preceding the first Instalment Date and each successive period beginning on and including the date falling [•] Business Days immediately preceding an Instalment Date to but excluding the date falling [•] Business Days immediately preceding the following Instalment Date (Include if Instalment Certificate)]
Relevant Date:	[Not Applicable][Issue Date][•](Necessary for

Standard Redemption Payoff<sub>1</sub>:

*Instalment Certificate)*

*(Select only one and delete those that do not apply)*

- [Standard Fixed Redemption]
- [Standard Asian Option Redemption]
- [Standard Collar Redemption]
- [Standard Floater Redemption]
- [Standard Floored Floater Redemption]
- [Standard Inverse Floater Redemption]
- [Standard Strangle Redemption]
- [Standard Alternative Basket Redemption]
- [Standard Strangle Basket Redemption]
- [Standard Option Basket Redemption]
- [Standard Lookback Minimum Performance Redemption]
- [Standard Lookback Maximum Performance Redemption]
- [Standard Maximum-Minimum Redemption]
- [Standard Volbond Redemption]
- [Standard Year on Year Participation Redemption]
- [Standard Lookback Maximum Performance Basket Redemption]
- [Standard Lookback Minimum Performance Basket Redemption]
- [Standard Maximum-Minimum Basket Redemption]
- [Standard Volbond Basket Redemption]
- [Standard Year on Year Participation Basket Redemption]
- [Standard Fixed Digital Redemption]
- [Standard Fixed-to-Floating Redemption]
- [Standard Range Accrual Redemption]
- [Standard Resettable Range Accrual Redemption]
- [Standard 3D Range Accrual Redemption]
- [Standard Total Range Accrual Redemption]
- [Standard Fixed Digital Basket Redemption]
- [Standard Power Redemption]
- [Standard Dual Range Accrual Redemption]
- [Standard Trend Participation Redemption]
- [Standard Lookback Trend Participation Redemption]
- [Standard Average Trend Participation Redemption]
- [Standard Trend Participation Basket Redemption]
- [Standard Average Trend Participation Basket Redemption]

[Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms  
 for the purposes of this Combination Redemption  
 Payoff)

i	Underlying:	Underlying Value; Range:	Upper Limit:	Lower Limit:
1	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]	[●]	[●]
	<i>(Add rows (numbered sequentially) as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
	Combination Complex Digital Basket Contingency Redemption:	[Applicable][Not Applicable]		
	Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]		
	Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>		
	Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>		
	Cap:	[●][Not Applicable]		
	Fixed Percentage:	[●]		

Floor:  [Not Applicable]

Leverage:

Margin:

Redemption Observation Date(s):  [[Each] date falling every  
[1][7][30][60][90][180][365] Business Days after

Redemption Observation Period(s):  [Period from and including the Relevant Date to  
but excluding the date falling  Business Days  
immediately preceding the first Instalment Date and  
each successive period beginning on and including the  
date falling  Business Days immediately preceding  
an Instalment Date to but excluding the date falling  
 Business Days immediately preceding the  
following Instalment Date (*Include if Instalment  
Certificate*)

Relevant Date(s)  [Not Applicable][Issue Date][](*Necessary for  
Instalment Certificate*)

Standard Redemption Payoff<sub>i</sub>: (*Select only one and delete those that do not apply*)

[Standard Fixed Redemption]

[Standard Asian Option Redemption]

[Standard Collar Redemption]

[Standard Floater Redemption]

[Standard Floored Floater Redemption]

[Standard Inverse Floater Redemption]

[Standard Strangle Redemption]

[Standard Alternative Basket Redemption]

[Standard Strangle Basket Redemption]

[Standard Option Basket Redemption]

[Standard Lookback Minimum Performance  
Redemption]

[Standard Lookback Maximum Performance  
Redemption]

[Standard Maximum-Minimum Redemption]

[Standard Volbond Redemption]

[Standard Year on Year Participation Redemption]

[Standard Lookback Maximum Performance Basket  
Redemption]

[Standard Lookback Minimum Performance Basket  
Redemption]

[Standard Maximum-Minimum Basket Redemption]

[Standard Volbond Basket Redemption]

[Standard Year on Year Participation Basket  
Redemption]

[Standard Fixed Digital Redemption]

[Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 26G of these Final Terms for the purposes of this Combination Redemption Payoff)

i	<b>Underlying:</b>	<b>Underlying Value, Range:</b>	<b>Lower Limit:</b>	<b>Upper Limit:</b>
1	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)	[Range <sub>1</sub> ] [Range <sub>2</sub> ] [Range <sub>3</sub> ] [Range <sub>4</sub> ] [Range <sub>5</sub> ]	[●]	[●]
(Add rows (numbered sequentially) as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)	(Add rows as required)

Combination Payoff-Linked Digital Redemption:	[Applicable][Not Applicable]
Applicable for the purposes of the following Redemption Determination Date(s):	Redemption Determination Date[s] for the purposes of determining [the Final Redemption Amount][an Instalment Redemption Amount][and][an Early Redemption Amount]
Applicable for the purposes of a Payoff Feature:	[Applicable as [Linked Redemption][1][2]][Not Applicable] <i>(If not applicable, delete the following sub-paragraph)</i>
Relevant Payoff Feature:	[●] <i>(Insert name of Payoff Feature)</i>
Fixed Percentage:	[●]
Lower Limit:	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Redemption Observation Date(s):	[The][Each] date falling [●] Business Days immediately preceding the Redemption Determination Date
Standard Redemption Payoff <sub>1</sub> :	<i>(Select only one and delete those that do not apply)</i> [Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket Redemption]

[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]  
[Standard Trend Participation Redemption]  
[Standard Lookback Trend Participation Redemption]  
[Standard Average Trend Participation Redemption]  
[Standard Trend Participation Basket Redemption]  
[Standard Average Trend Participation Basket Redemption]  
[Standard Multi Fixed Digital Redemption]  
[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]  
[Standard Product Basket Redemption]  
[Standard Multi Fixed Basket Redemption]  
[Standard Fixed Range Accrual Basket Redemption]  
(as completed in paragraph 19G of these Final Terms for the purposes of this Combination Redemption Payoff)

Standard Redemption Payoff<sub>2</sub>:

*(Select only one and delete those that do not apply)*  
[Standard Fixed Redemption]  
[Standard Asian Option Redemption]  
[Standard Collar Redemption]  
[Standard Floater Redemption]  
[Standard Floored Floater Redemption]  
[Standard Inverse Floater Redemption]  
[Standard Strangle Redemption]  
[Standard Alternative Basket Redemption]  
[Standard Strangle Basket Redemption]  
[Standard Option Basket Redemption]  
[Standard Lookback Minimum Performance Redemption]  
[Standard Lookback Maximum Performance Redemption]  
[Standard Maximum-Minimum Redemption]  
[Standard Volbond Redemption]  
[Standard Year on Year Participation Redemption]



[Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 (as completed in paragraph 19G of these Final Terms for the purposes of this Combination Redemption Payoff)

Upper Limit: [•]

**27 Early Redemption Trigger Event(s):** [Applicable][Not Applicable]  
 Issuer Call Early Redemption Trigger: [Applicable][Not Applicable]  
 Maximum Call Nominal Amount: [•]  
 Issuer Call Number: [•]  
 Maximum Call Notice Period: [•][Not Applicable]  
 Minimum Call Nominal Amount: [•]  
 Minimum Call Notice Period: [•]

Investor Put Early Redemption Trigger:	[Applicable][Not Applicable]
Investor Put Number:	[•]
Maximum Put Notice Period:	[•][Not Applicable]
Minimum Put Notice Period:	[•]
Knock-out Early Redemption Trigger:	[Applicable: [Specified Dates Applicable] [American Applicable]][Not Applicable]
Knock-out Number:	[•]
Knock-out Observation Date:	[•]
Knock-out Observation Period:	[•]
Lower Limit:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Underlying:	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit:	[•]
Callable Knock-out Early Redemption Trigger:	[Applicable][Not Applicable]
Callable Knock-out Number:	[•]
Callable Knock-out Observation Date(s):	[•]
Lower Limit:	[•]
Maximum Callable Knock-out Notice Period:	[•]
Maximum Knock-out Call Nominal Amount:	[•]
Minimum Callable Knock-out Nominal Amount:	[•]
Minimum Callable Knock-out Notice Period:	[•]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Underlying:	[•] (with further information set out in paragraph [•] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit:	[•]
Puttable Knock-out Early Redemption Trigger:	[Applicable][Not Applicable]
Lower Limit:	[•]
Maximum Puttable Knock-out Notice Period:	[•]
Minimum Puttable Knock-out Notice Period:	[•]

Puttable Knock-out Number:	[●]
Puttable Knock-out Observation Date:	[●]
Range:	[Range <sub>1</sub> ][Range <sub>2</sub> ][Range <sub>3</sub> ][Range <sub>4</sub> ][Range <sub>5</sub> ]
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Upper Limit:	[●]
Target Early Redemption Trigger:	[Applicable][Not Applicable]
Target Level:	[●] per Calculation Amount
Target Redemption Number:	[●]
Target Redemption Observation Date:	[●]
Knock-out Multi Underlying Early Redemption Trigger:	[Applicable][Not Applicable]
Knock-out Number:	[●]
Knock-out Observation Date(s):	[●]
Margin:	[●]
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)
Underlying:	[●] (with further information set out in paragraph [●] (Insert reference to correct Asset Condition line item) of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)

#### **PAYOFF FEATURES (IF ANY) RELATING TO REDEMPTION**

<b>28 Payoff Features</b>	[Applicable][Not Applicable] [(See also paragraph 21 for Payoff Features (if any) relating to Interest)] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
Global Cap Payoff Feature:	[Applicable][Not Applicable]
Strike Price:	[●] per Calculation Amount

Global Floor Payoff Feature:	[Applicable][Not Applicable]		
Strike Price:	[●] per Calculation Amount		
Dual Currency (Redemption) Payoff Feature:	[Applicable][Not Applicable]		
demption Date][Instalment Date]:			
Redemption Currency:	Dual Currency Method:	Dual Currency (Redemption) Exchange Rate:	FX Price Source:
[●]	[multiplication] [division]	[●]	[●]
<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
Redemption Date:			
Redemption Currency:	Dual Currency Method:	Dual Currency (Redemption) Exchange Rate:	FX Price Source:
[●]	[multiplication] [division]	[●]	[●]
<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>	<i>(Add rows as required)</i>
Investor Redemption Switch Payoff Feature:	[Applicable][Not Applicable]		
Investor Redemption Switch Expiry Date(s):	[10][●] Business Days prior to [each][●] Redemption Determination Dates		
Linked Redemption <sub>1</sub> :	[Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption]		

[Standard Lookback Maximum Performance Basket Redemption]  
[Standard Lookback Minimum Performance Basket Redemption]  
[Standard Maximum-Minimum Basket Redemption]  
[Standard Volbond Basket Redemption]  
[Standard Year on Year Participation Basket Redemption]  
[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]  
[Standard Trend Participation Redemption]  
[Standard Lookback Trend Participation Redemption]  
[Standard Average Trend Participation Redemption]  
[Standard Trend Participation Basket Redemption]  
[Standard Average Trend Participation Basket Redemption]  
[Standard Multi Fixed Digital Redemption]  
[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]  
[Standard Product Basket Redemption]  
[Standard Multi Fixed Basket Redemption]  
[Standard Fixed Range Accrual Basket Redemption]  
[Combination Addition Redemption]  
[Combination Capitalisation Redemption]  
[Combination Complex Digital Redemption]  
[Combination Division Redemption]  
[Combination Multiplication Redemption]  
[Combination Ratchet Redemption]  
[Combination Range Redemption]  
[Combination Resettable Range Redemption]  
[Combination Snowrange Redemption]  
[Combination Subtract Redemption]  
[Combination Maximum Redemption]  
[Combination Minimum Redemption]  
[Combination Complex Digital Basket Redemption]

Linked Redemption<sub>2</sub>:

- [Combination Complex Digital Basket Contingency Redemption]
- [Combination Payoff-Linked Digital Redemption] (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)
- [Standard Fixed Redemption]
- [Standard Asian Option Redemption]
- [Standard Collar Redemption]
- [Standard Floater Redemption]
- [Standard Floored Floater Redemption]
- [Standard Inverse Floater Redemption]
- [Standard Strangle Redemption]
- [Standard Alternative Basket Redemption]
- [Standard Strangle Basket Redemption]
- [Standard Option Basket Redemption]
- [Standard Lookback Minimum Performance Redemption]
- [Standard Lookback Maximum Performance Redemption]
- [Standard Maximum-Minimum Redemption]
- [Standard Volbond Redemption]
- [Standard Year on Year Participation Redemption]
- [Standard Lookback Maximum Performance Basket Redemption]
- [Standard Lookback Minimum Performance Basket Redemption]
- [Standard Maximum-Minimum Basket Redemption]
- [Standard Volbond Basket Redemption]
- [Standard Year on Year Participation Basket Redemption]
- [Standard Fixed Digital Redemption]
- [Standard Fixed-to-Floating Redemption]
- [Standard Range Accrual Redemption]
- [Standard Resettable Range Accrual Redemption]
- [Standard 3D Range Accrual Redemption]
- [Standard Total Range Accrual Redemption]
- [Standard Fixed Digital Basket Redemption]
- [Standard Power Redemption]
- [Standard Dual Range Accrual Redemption]
- [Standard Trend Participation Redemption]
- [Standard Lookback Trend Participation Redemption]
- [Standard Average Trend Participation Redemption]
- [Standard Trend Participation Basket Redemption]

	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	[Combination Addition Redemption]
	[Combination Capitalisation Redemption]
	[Combination Complex Digital Redemption]
	[Combination Division Redemption]
	[Combination Multiplication Redemption]
	[Combination Ratchet Redemption]
	[Combination Range Redemption]
	[Combination Resettable Range Redemption]
	[Combination Snowrange Redemption]
	[Combination Subtract Redemption]
	[Combination Maximum Redemption]
	[Combination Minimum Redemption]
	[Combination Complex Digital Basket Redemption]
	[Combination Complex Digital Basket Contingency Redemption]
	[Combination Payoff-Linked Digital Redemption]
	(as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)
Issuer Redemption Switch Payoff Feature:	[Applicable][Not Applicable]
Issuer Redemption Switch Expiry Date(s):	[10][●] Business Days prior to [each][●] Redemption Determination Dates
Linked Redemption <sub>1</sub> :	[Standard Fixed Redemption]
	[Standard Asian Option Redemption]
	[Standard Collar Redemption]
	[Standard Floater Redemption]
	[Standard Floored Floater Redemption]
	[Standard Inverse Floater Redemption]
	[Standard Strangle Redemption]
	[Standard Alternative Basket Redemption]
	[Standard Strangle Basket Redemption]
	[Standard Option Basket Redemption]
	[Standard Lookback Minimum Performance Redemption]
	[Standard Lookback Maximum Performance

Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 [Combination Addition Redemption]  
 [Combination Capitalisation Redemption]  
 [Combination Complex Digital Redemption]  
 [Combination Division Redemption]  
 [Combination Multiplication Redemption]  
 [Combination Ratchet Redemption]  
 [Combination Range Redemption]  
 [Combination Resettable Range Redemption]  
 [Combination Snowrange Redemption]



Linked Redemption<sub>2</sub>:

- [Combination Subtract Redemption]
- [Combination Maximum Redemption]
- [Combination Minimum Redemption]
- [Combination Complex Digital Basket Redemption]
- [Combination Complex Digital Basket Contingency Redemption]
- [Combination Payoff-Linked Digital Redemption]
- (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)
- [Standard Fixed Redemption]
- [Standard Asian Option Redemption]
- [Standard Collar Redemption]
- [Standard Floater Redemption]
- [Standard Floored Floater Redemption]
- [Standard Inverse Floater Redemption]
- [Standard Strangle Redemption]
- [Standard Alternative Basket Redemption]
- [Standard Strangle Basket Redemption]
- [Standard Option Basket Redemption]
- [Standard Lookback Minimum Performance Redemption]
- [Standard Lookback Maximum Performance Redemption]
- [Standard Maximum-Minimum Redemption]
- [Standard Volbond Redemption]
- [Standard Year on Year Participation Redemption]
- [Standard Lookback Maximum Performance Basket Redemption]
- [Standard Lookback Minimum Performance Basket Redemption]
- [Standard Maximum-Minimum Basket Redemption]
- [Standard Volbond Basket Redemption]
- [Standard Year on Year Participation Basket Redemption]
- [Standard Fixed Digital Redemption]
- [Standard Fixed-to-Floating Redemption]
- [Standard Range Accrual Redemption]
- [Standard Resettable Range Accrual Redemption]
- [Standard 3D Range Accrual Redemption]
- [Standard Total Range Accrual Redemption]
- [Standard Fixed Digital Basket Redemption]
- [Standard Power Redemption]
- [Standard Dual Range Accrual Redemption]

	[Standard Trend Participation Redemption]
	[Standard Lookback Trend Participation Redemption]
	[Standard Average Trend Participation Redemption]
	[Standard Trend Participation Basket Redemption]
	[Standard Average Trend Participation Basket Redemption]
	[Standard Multi Fixed Digital Redemption]
	[Standard Digital to Participation Redemption]
	[Standard Knock-out Range Accrual Redemption]
	[Standard Product Basket Redemption]
	[Standard Multi Fixed Basket Redemption]
	[Standard Fixed Range Accrual Basket Redemption]
	[Combination Addition Redemption]
	[Combination Capitalisation Redemption]
	[Combination Complex Digital Redemption]
	[Combination Division Redemption]
	[Combination Multiplication Redemption]
	[Combination Ratchet Redemption]
	[Combination Range Redemption]
	[Combination Resettable Range Redemption]
	[Combination Snowrange Redemption]
	[Combination Subtract Redemption]
	[Combination Maximum Redemption]
	[Combination Minimum Redemption]
	[Combination Complex Digital Basket Redemption]
	[Combination Complex Digital Basket Contingency Redemption]
	[Combination Payoff-Linked Digital Redemption]
	(as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)
Knock-out Redemption Switch Payoff Feature:	[Applicable][Not Applicable]
Knock-out Redemption Switch Event:	[Specified Dates Applicable] [American Applicable]
Knock-out Redemption Switch Observation Date(s):	[•]
Knock-out Redemption Switch Observation Period:	[•]
Knock-out Lower Limit:	[•]
Knock-out Upper Limit:	[•]
Linked Redemption <sub>1</sub> :	[Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption]

[Standard Floater Redemption]  
[Standard Floored Floater Redemption]  
[Standard Inverse Floater Redemption]  
[Standard Strangle Redemption]  
[Standard Alternative Basket Redemption]  
[Standard Strangle Basket Redemption]  
[Standard Option Basket Redemption]  
[Standard Lookback Minimum Performance Redemption]  
[Standard Lookback Maximum Performance Redemption]  
[Standard Maximum-Minimum Redemption]  
[Standard Volbond Redemption]  
[Standard Year on Year Participation Redemption]  
[Standard Lookback Maximum Performance Basket Redemption]  
[Standard Lookback Minimum Performance Basket Redemption]  
[Standard Maximum-Minimum Basket Redemption]  
[Standard Volbond Basket Redemption]  
[Standard Year on Year Participation Basket Redemption]  
[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]  
[Standard Trend Participation Redemption]  
[Standard Lookback Trend Participation Redemption]  
[Standard Average Trend Participation Redemption]  
[Standard Trend Participation Basket Redemption]  
[Standard Average Trend Participation Basket Redemption]  
[Standard Multi Fixed Digital Redemption]  
[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]  
[Standard Product Basket Redemption]  
[Standard Multi Fixed Basket Redemption]  
[Standard Fixed Range Accrual Basket Redemption]

[Combination Addition Redemption]  
 [Combination Capitalisation Redemption]  
 [Combination Complex Digital Redemption]  
 [Combination Division Redemption]  
 [Combination Multiplication Redemption]  
 [Combination Ratchet Redemption]  
 [Combination Range Redemption]  
 [Combination Resettable Range Redemption]  
 [Combination Snowrange Redemption]  
 [Combination Subtract Redemption]  
 [Combination Maximum Redemption]  
 [Combination Minimum Redemption]  
 [Combination Complex Digital Basket Redemption]  
 [Combination Complex Digital Basket Contingency Redemption]  
 [Combination Payoff-Linked Digital Redemption]  
 (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)

) Linked Redemption<sub>2</sub>:

[Standard Fixed Redemption]  
 [Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]  
 [Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]

[Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 [Combination Addition Redemption]  
 [Combination Capitalisation Redemption]  
 [Combination Complex Digital Redemption]  
 [Combination Division Redemption]  
 [Combination Multiplication Redemption]  
 [Combination Ratchet Redemption]  
 [Combination Range Redemption]  
 [Combination Resettable Range Redemption]  
 [Combination Snowrange Redemption]  
 [Combination Subtract Redemption]  
 [Combination Maximum Redemption]  
 [Combination Minimum Redemption]  
 [Combination Complex Digital Basket Redemption]  
 [Combination Complex Digital Basket Contingency Redemption]  
 [Combination Payoff-Linked Digital Redemption]  
 (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)  
 [Range<sub>1</sub>][Range<sub>2</sub>][Range<sub>3</sub>][Range<sub>4</sub>][Range<sub>5</sub>]  
 [●]  
 (with further information set out in paragraph [●])

i) Range:

Underlying<sub>ko</sub>:

*(Insert reference to correct Asset Condition line item of these Final Terms) (The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)*

Knock-out Basket Redemption Switch Payoff Feature:	[Applicable][Not Applicable]
Knock-out Basket Redemption Switch Event:	[Specified Dates Applicable] [American Applicable]
Knock-out Basket Redemption Switch Observation Date(s):	[•][Not Applicable] <i>(Applicable if Specified Dates is Applicable)</i>
Knock-out Basket Redemption Switch Observation Period:	[•][Not Applicable] <i>(Applicable if American is Applicable)</i>
Knock-out Basket Lower Limit:	[•]
Knock-Out Basket Upper Limit:	[•]
Linked Redemption <sub>1</sub> :	[Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption] [Standard Floored Floater Redemption] [Standard Inverse Floater Redemption] [Standard Strangle Redemption] [Standard Alternative Basket Redemption] [Standard Strangle Basket Redemption] [Standard Option Basket Redemption] [Standard Lookback Minimum Performance Redemption] [Standard Lookback Maximum Performance Redemption] [Standard Maximum-Minimum Redemption] [Standard Volbond Redemption] [Standard Year on Year Participation Redemption] [Standard Lookback Maximum Performance Basket Redemption] [Standard Lookback Minimum Performance Basket Redemption] [Standard Maximum-Minimum Basket Redemption] [Standard Volbond Basket Redemption] [Standard Year on Year Participation Basket Redemption] [Standard Fixed Digital Redemption] [Standard Fixed-to-Floating Redemption] [Standard Range Accrual Redemption]

[Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 [Combination Addition Redemption]  
 [Combination Capitalisation Redemption]  
 [Combination Complex Digital Redemption]  
 [Combination Division Redemption]  
 [Combination Multiplication Redemption]  
 [Combination Ratchet Redemption]  
 [Combination Range Redemption]  
 [Combination Resettable Range Redemption]  
 [Combination Snowrange Redemption]  
 [Combination Subtract Redemption]  
 [Combination Maximum Redemption]  
 [Combination Minimum Redemption]  
 [Combination Complex Digital Basket Redemption]  
 [Combination Complex Digital Basket Contingency Redemption]  
 [Combination Payoff-Linked Digital Redemption]  
 (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)

) Linked Redemption<sub>2</sub>:

[Standard Fixed Redemption]  
 [Standard Asian Option Redemption]  
 [Standard Collar Redemption]  
 [Standard Floater Redemption]  
 [Standard Floored Floater Redemption]  
 [Standard Inverse Floater Redemption]

[Standard Strangle Redemption]  
 [Standard Alternative Basket Redemption]  
 [Standard Strangle Basket Redemption]  
 [Standard Option Basket Redemption]  
 [Standard Lookback Minimum Performance Redemption]  
 [Standard Lookback Maximum Performance Redemption]  
 [Standard Maximum-Minimum Redemption]  
 [Standard Volbond Redemption]  
 [Standard Year on Year Participation Redemption]  
 [Standard Lookback Maximum Performance Basket Redemption]  
 [Standard Lookback Minimum Performance Basket Redemption]  
 [Standard Maximum-Minimum Basket Redemption]  
 [Standard Volbond Basket Redemption]  
 [Standard Year on Year Participation Basket Redemption]  
 [Standard Fixed Digital Redemption]  
 [Standard Fixed-to-Floating Redemption]  
 [Standard Range Accrual Redemption]  
 [Standard Resettable Range Accrual Redemption]  
 [Standard 3D Range Accrual Redemption]  
 [Standard Total Range Accrual Redemption]  
 [Standard Fixed Digital Basket Redemption]  
 [Standard Power Redemption]  
 [Standard Dual Range Accrual Redemption]  
 [Standard Trend Participation Redemption]  
 [Standard Lookback Trend Participation Redemption]  
 [Standard Average Trend Participation Redemption]  
 [Standard Trend Participation Basket Redemption]  
 [Standard Average Trend Participation Basket Redemption]  
 [Standard Multi Fixed Digital Redemption]  
 [Standard Digital to Participation Redemption]  
 [Standard Knock-out Range Accrual Redemption]  
 [Standard Product Basket Redemption]  
 [Standard Multi Fixed Basket Redemption]  
 [Standard Fixed Range Accrual Basket Redemption]  
 [Combination Addition Redemption]  
 [Combination Capitalisation Redemption]  
 [Combination Complex Digital]



Redemption][Combination Division Redemption]  
 [Combination Multiplication Redemption]  
 [Combination Ratchet Redemption]  
 [Combination Range Redemption]  
 [Combination Resettable Range Redemption]  
 [Combination Snowrange Redemption]  
 [Combination Subtract Redemption]  
 [Combination Maximum Redemption]  
 [Combination Minimum Redemption]  
 [Combination Complex Digital Basket Redemption]  
 [Combination Complex Digital Basket Contingency Redemption]  
 [Combination Payoff-Linked Digital Redemption]  
 (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)  
 Range: [Range<sub>1</sub>][Range<sub>2</sub>][Range<sub>3</sub>][Range<sub>4</sub>][Range<sub>5</sub>]

i	Underlying: [●] (with further information set out in paragraph [●] <i>(Insert reference to correct Asset Condition line item)</i> of these Final Terms) <i>(The relevant Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate)</i>	Leverage: [●] (Add rows as required)
	(Add rows (numbered sequentially) as required)	(Add rows as required)

Shout Option Performance Lock-in Redemption Payoff Feature:	[Applicable][Not Applicable]
Notice Deadline:	[●] [am] [pm]
Shout Option Number:	[2][●]
Shout Option Performance Lock-in Expiry Date(s):	[10][●] Business Days prior to [each][●] Redemption Determination Dates
Reset Option Redemption Payoff Feature:	[Applicable][Not Applicable]
Linked Redemption:	[Standard Fixed Redemption] [Standard Asian Option Redemption] [Standard Collar Redemption] [Standard Floater Redemption]

[Standard Floored Floater Redemption]  
[Standard Inverse Floater Redemption]  
[Standard Strangle Redemption]  
[Standard Alternative Basket Redemption]  
[Standard Strangle Basket Redemption]  
[Standard Option Basket Redemption]  
[Standard Lookback Minimum Performance Redemption]  
[Standard Lookback Maximum Performance Redemption]  
[Standard Maximum-Minimum Redemption]  
[Standard Volbond Redemption]  
[Standard Year on Year Participation Redemption]  
[Standard Lookback Maximum Performance Basket Redemption]  
[Standard Lookback Minimum Performance Basket Redemption]  
[Standard Maximum-Minimum Basket Redemption]  
[Standard Volbond Basket Redemption]  
[Standard Year on Year Participation Basket Redemption]  
[Standard Fixed Digital Redemption]  
[Standard Fixed-to-Floating Redemption]  
[Standard Range Accrual Redemption]  
[Standard Resettable Range Accrual Redemption]  
[Standard 3D Range Accrual Redemption]  
[Standard Total Range Accrual Redemption]  
[Standard Fixed Digital Basket Redemption]  
[Standard Power Redemption]  
[Standard Dual Range Accrual Redemption]  
[Standard Trend Participation Redemption]  
[Standard Lookback Trend Participation Redemption]  
[Standard Average Trend Participation Redemption]  
[Standard Trend Participation Basket Redemption]  
[Standard Average Trend Participation Basket Redemption]  
[Standard Multi Fixed Digital Redemption]  
[Standard Digital to Participation Redemption]  
[Standard Knock-out Range Accrual Redemption]  
[Standard Product Basket Redemption]  
[Standard Multi Fixed Basket Redemption]  
[Standard Fixed Range Accrual Basket Redemption]  
[Combination Addition Redemption]

	[Combination Capitalisation Redemption]
	[Combination Complex Digital Redemption]
	[Combination Division Redemption]
	[Combination Multiplication Redemption]
	[Combination Ratchet Redemption]
	[Combination Range Redemption]
	[Combination Resettable Range Redemption]
	[Combination Snowrange Redemption]
	[Combination Subtract Redemption]
	[Combination Maximum Redemption]
	[Combination Minimum Redemption]
	[Combination Complex Digital Basket Redemption]
	[Combination Complex Digital Basket Contingency Redemption]
	[Combination Payoff-Linked Digital Redemption] (as completed in paragraph [26G][26H] of these Final Terms for the purposes of this Payoff Feature)
Leverage:	For the Specified Leverage Linked Redemption, as set out in paragraph [●][●] of these Final Terms for the purposes of this Payoff Feature
Margin:	For the Specified Leverage Linked Redemption, as set out in paragraph [●][●] of these Final Terms for the purposes of this Payoff Feature
Reset Margin Notification Time:	[●] [am] [pm][Not Applicable]
Reset Notice Time:	[●] [am] [pm][Not Applicable]
Reset Notice Date(s):	The date that is 10 Business Days prior to [each Redemption Determination Date][● (specify which Redemption Determination Dates)]
Reset Option Number:	[●]

**GENERAL PROVISIONS APPLICABLE TO THE CERTIFICATES**

<b>29</b>	Form of Certificates:	[Permanent Global Certificate] [Rule 144A Global Certificate / Regulation S Global Certificate] [Bearer / Registered] [Dematerialised Certificates] [Swedish Certificates/Norwegian Certificates/Finnish Certificates/Italian Certificates]
	New Global Certificate (NGN):	[Yes][No]
<b>30</b>	“Payment Business Day” election in accordance with General Condition 6.2 ( <i>Payment Business Day</i> ):	[Following Payment Business Day][Modified Following Payment Business Day][Preceding Payment

- 31 Additional Financial Centre(s): Business Day]  
 [Not Applicable][●]  
*(Certificate that this paragraph relates to the place of payment and not Interest Period end dates)*  
*(Add rows as required)*  
 Day Count Fraction: [Actual/Actual (ISDA) or Actual/Actual]  
 [Actual/Actual (ICMA)]  
 [Actual/365 (Fixed)]  
 [Actual/365 (Sterling)]  
 [Actual/360]  
 [30/360 or 360/360 or Bond Basis]  
 [30E/360 or Eurobond Basis]  
 [30E/360 (ISDA)]
- 32 Calculation Agent: [Crédit Agricole Corporate and Investment Bank] [[●]  
*(Insert name and address)*
- 33 Delivery Agent (Credit Linked Certificates): [●][Not Applicable]

**RESPONSIBILITY**

[●] has been extracted from [●]. The Issuer [and the Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

**PART B – OTHER INFORMATION**

- 1 LISTING AND ADMISSION TO TRADING** [update per summary]
- (i) Listing and admission to trading: [Application has been made by the relevant Issuer (or on its behalf) for the Certificates to be admitted to trading on [Irish Stock Exchange’s regulated market] [the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italian S.p.A.][the Regulated Market (Regulierter Markt) of the Frankfurt Stock Exchange][the Regulated Market maintained by Euronext Paris S.A.][the Helsinki Stock Exchange’s regulated market (NASDAQ OMX Helsinki Ltd)] [Nordic Growth Market NGM AB’s regulated market NDX][Nasdaq OMX Nordic Stockholm AB’s regulated market][the regulated market operated by Oslo Børs] with effect from [●] and to be listed on the [Official List of the [Irish] Stock Exchange] [●].]
- [Application is expected to be made by the relevant Issuer (or on its behalf) for the Certificates to be admitted to trading on [Irish Stock Exchange’s regulated market] [the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italian S.p.A.] [the Regulated Market (Regulierter Markt) of the Frankfurt Stock Exchange][the Regulated Market maintained by Euronext Paris S.A.][the Helsinki Stock Exchange’s regulated market (NASDAQ OMX Helsinki Ltd)] [Nordic Growth Market NGM AB’s regulated market NDX][Nasdaq OMX Nordic Stockholm AB’s regulated market] [the regulated market operated by Oslo Børs] with effect from [●] and to be listed on the [Official List of [the Irish Stock Exchange][Borsa Italian S.p.A] [●].]
- [Not Applicable]
- [The original Certificates are admitted to trading on [Irish Stock Exchange’s] regulated market [the Electronic Securitised Derivatives Market (SeDeX) of Borsa Italian S.p.A] [the Regulated Market (Regulierter Markt) of the Frankfurt Stock Exchange][the Regulated Market maintained by Euronext Paris S.A.][the Helsinki Stock Exchange’s regulated market (NASDAQ OMX Helsinki Ltd)] [Nordic Growth Market NGM AB’s regulated market NDX][Nasdaq

OMX Nordic Stockholm AB's regulated market]  
[the regulated market operated by Oslo Børs] and  
are listed on the [Official List of [the Irish Stock  
Exchange][ Borsa Italian S.p.A] [●].]

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

Estimate of total expenses related to admission to  
trading:

[●](Only required for Certificates with a  
denomination of at least €100,000 (or its  
equivalent in any other currency))]

## 2 RATINGS

Ratings:

[The Certificates to be issued have not been  
rated]

[The Certificates to be issued have been rated:]

[The Certificates to be issued are expected to be  
rated:]

[S & P: [●]]

[Moody's: [●]]

[Fitch Ratings: [●]]

[[Other]: [●]]

*(Need to include a brief explanation of the  
meaning of the ratings if this has previously been  
published by the rating provider where a non-  
exempt offer of Certificates is anticipated.)*

*(The above disclosure should reflect the rating  
allocated to Certificates of the type being issued  
under the Programme generally or, where the  
issue has been specifically rated, that rating.)*

[[*(Insert the legal name of the relevant credit  
rating agency)*] is established in the European  
Union and has applied for registration under  
Regulation (EC) No. 1060/2009 (as amended),  
although notification of the corresponding  
registration decision has not yet been provided  
by the European Securities and Markets  
Authority. [As such [*(insert the legal name of the  
relevant credit rating agency entity)*] is not  
included in the list of credit rating agencies  
published by the European Securities and  
Markets Authority on its website in accordance  
with such Regulation.]]

[[*(Insert the legal name of the relevant credit  
rating agency)*] is established in the European  
Union and is registered under Regulation (EC)

No. 1060/2009 (as amended). [As such [(*insert the legal name of the relevant credit rating agency entity*)] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]]

[[*(Insert the legal name of the relevant non-EU credit rating agency)*] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [(*insert the legal name of the relevant non-EU credit rating agency entity*)] is therefore not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]]

[[*(Insert credit rating agency)*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The ratings have been endorsed by (*insert the name of the relevant EU-registered credit rating agency*) in accordance with the CRA Regulation. [(*Insert the name of the relevant EU-registered credit rating agency*)] is established in the European Union and registered under the CRA Regulation. As such [(*insert the legal name of the relevant EU CRA entity*)] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. The European Securities Markets Authority has indicated that ratings issued in [Japan/Australia/the USA/Canada/Hong Kong/Singapore/Argentina/ Mexico (*delete as appropriate*)] which have been endorsed by [(*insert the legal name of the relevant EU CRA entity that applied for registration*)] may be used in the EU by the relevant market participants.]

[(*Insert other wording as appropriate*)]

### 3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for [any fees payable to the [Managers/Dealers] [Save as discussed in [“Risk Factors” in the Base Prospectus], ]so far as the Issuer is aware, no person involved in the issue of the Certificates has an interest material to the offer. [(*Amend as appropriate if there are other interests.*)]

(*When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to*

*the Base Prospectus under Article 16 of the Prospectus Directive.)*

**4 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

*(Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))*

[Reasons for the offer

[•]

*(See “Use of Proceeds” wording in Base Prospectus - if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*

*(N.B. If the Certificates are derivative securities to which Annex XII of the Prospectus Directive Regulation applies this is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) below are also required.)*

[Estimated net proceeds:]

[•]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[Estimated total expenses:]

[•]

*[(Expenses are required to be broken down into each principal intended “use” and presented in order of priority of such “uses”.)]*

**5 YIELD (Fixed Rate Certificates Only)**

[•]

Indication of yield

[•] [Calculated as [(include details of method of calculation in summary form)] on the Issue Date.]

**6 HISTORIC INTEREST RATES (Floating Rate Certificates Only)**

Details of historic [LIBOR][EURIBOR][other] *(specify ISDA rates only)* can be obtained from [Reuters].

**7 PERFORMANCE OF UNDERLYING AND OTHER INFORMATION CONCERNING THE UNDERLYING** *([Commodity Linked Certificates, Credit Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, Rate Linked Certificates and Multi-Asset Basket Linked Certificates])*

[Underlying:

Where past and future performance [and volatility] of the Underlying can be obtained:

[•] *(Commodity, Index, Inflation Index, Benchmark Rate)*

[•][Bloomberg Screen:][Reuters Screen:][•]

[www.[•]]

*(insert Index Disclaimer if required)*



*(Repeat as necessary)*

*(Repeat as necessary)*

*(Where the underlying is an index other than a proprietary index need to include the name of the index and details of where the information about the index can be obtained.)*

[Information on [(insert name of proprietary index)] can be found on page [●] [to [●] of the Base Prospectus (Refer to correct pages in Base Prospectus within section entitled “DESCRIPTION OF THE PROPRIETARY INDICES”)]

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*(N.B. The above applies if the Certificates are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

**Post-issuance information**

The Issuers [do not] intend to publish post-issuance information in relation to any underlying element to which the Certificates are linked.

**8 PERFORMANCE OF RATE[S] OF EXCHANGE AND OTHER INFORMATION CONCERNING THE UNDERLYING (FX Linked Certificates only)**

[Underlying: Where past and future performance [and volatility] of the Underlying can be obtained:

[●] (FX Rate) [Bloomberg Screen:][Reuters Screen:][●]  
[www.[●]]

*(Repeat as necessary)* *(Repeat as necessary)*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger (the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.))*

*(N.B. The above applies if the Certificates are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)*

**9 DISTRIBUTION**

Method of distribution: [Syndicated/Non-syndicated]

If syndicated:

Names [and addresses and underwriting commitments] of Managers: [Not Applicable] [●]  
*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.) (Addresses and underwriting commitments is only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))*

Date of [Subscription] Agreement:

If non-syndicated, name [and address] of Dealer [Not Applicable][●] *(Address is only required for*

*Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))*

[Indication of the overall amount of the underwriting commission and of the placing commission:	[●] per cent. of the aggregate nominal amount <i>(Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))</i>
US Selling Restrictions (Categories of potential investors to which the Certificates are offered):	[Reg. S Compliance Category [1][2][3]; TEFRA C][TEFRA D][TEFRA not applicable]]

## 10 INDEX /OTHER DISCLAIMER<sup>4</sup>

The issue of this series of Certificates (in this paragraph, the “Transaction”) is not sponsored, endorsed, sold, or promoted by [NAME OF INDEX/OTHER] (the “Index”) or [NAME OF INDEX/OTHER SPONSOR] (the “Index Sponsor”) and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. Neither the Issuer nor the Guarantor shall have any liability for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, none of the Issuer, the Guarantor or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, the Guarantor, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

## 11 OPERATIONAL INFORMATION

ISIN Code:	[●]
Common Code:	[●]
VALOREN Code:	[Not Applicable][●]
Relevant clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, <i>société anonyme</i> and the relevant identification number(s):	[Not Applicable][●] [CUSIP][●][CINS] [Swedish CSD: [Euroclear Sweden AB, Klarabergsviadukten 63, Box 191, SE-101 23 Stockholm, Sweden][●]] <i>(Include for Swedish Certificates)</i> [Norwegian CSD: [Verdipapirsentralen ASA, Fred Olsens Gate 1, 0152 Oslo, Norway][●]] <i>(Include for Norwegian Certificates)</i>

<sup>4</sup> Include for Index Linked Certificates.

	[Finnish CSD: [Euroclear Finland Oy, P.O. Box 1110, 00101 Helsinki, Finland]][●]] ( <i>Include for Finnish Certificates</i> ) [Monte Titoli S.p.A.] ( <i>Include for Italian Certificates</i> )
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable]][●]] [Swedish Issuing Agent: [●]] ( <i>Include for Swedish Certificates</i> ) [Norwegian Issuing Agent: [Nordea Bank Norge ASA]][●]] ( <i>Include for Norwegian Certificates</i> ) [Finnish Issuing Agent: [●]] ( <i>Include for Finnish Certificates</i> ) [Italian Issuing Agent: [●]] ( <i>Include for Italian Certificates</i> )
Registered Certificates intended to be held in a manner which would allow Eurosystem eligibility:	[No][Yes] [(Certificate that the designation “yes” simply means that the Certificates are intended upon issue to be deposited with a common depository or common safekeeper as the case may be for Euroclear and Clearstream Luxembourg[, and registered in the name of a nominee of one of Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, that is, held under the NSS,] ( <i>include this text for Registered Global Certificates which are to be held under the NSS</i> ) and does not necessarily mean that the Certificates will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life – Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria)] ( <i>Include this text if “yes” selected, in which case bearer Certificates must be issued in NGN form</i> )
<b>12</b>	<b>TERMS AND CONDITIONS OF THE OFFER</b> ( <i>Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency) and not issued pursuant to an exemption under Article 3(2) of the Prospectus Directive</i> )
Offer Price:	[Issue Price]][●]]
Conditions to which the offer is subject:	[Not Applicable]][●]]
Description of the application process:	[Not Applicable]][●]] ( <i>Give details including the time period, and any</i>

*possible amendments, during which the offer will be open)*

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable][●]
Details of the minimum and/or maximum amount of application:	[Not Applicable][●]
Details of the method and time limits for paying up and delivering the Certificates:	[Not Applicable][●]
Manner in and date on which results of the offer are to be made public:	[Not Applicable][●]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable][●]
Whether tranche(s) have been reserved for certain countries:	[Not Applicable][●]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable][●]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable][●]
Non-Exempt Offer Consent of the Issuer to use the Base Prospectus during the Offer Period:	[Not Applicable][Applicable. An offer of the Certificates may be made by the Dealers [and <i>[(specify, if applicable)]</i> ] [and any additional financial intermediaries who have or obtain the Issuer's [specific] consent to use the Base Prospectus in connection with the Non-exempt Offer and who are identified on [the website at www.[●]] (together, the <b>Authorised Offerors</b> ) other than pursuant to Article 3(2) of the Prospectus Directive in <i>[(specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been approved or passported)]</i> (the <b>Public Offer Jurisdictions</b> ) during the period from <i>[(specify date)]</i> until <i>[(specify date)]</i> (the <b>Offer Period</b> ).] <i>(Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))</i>
Authorised Offeror(s) in the various countries where the offer takes place:	[Not Applicable][Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the relevant Issuer to use the Base Prospectus"] [●] <i>(Insert name(s) and address(es) of the financial intermediary(ies) appointed by the relevant</i>

*Issuer to act as Authorised Offeror(s)*

Conditions attached to the consent of the relevant  
Issuer to use the Base Prospectus:

[Not Applicable]

[General Consent]

[Specific Consent]

Other conditions to consent:

[Not Applicable][●]

*(Where the relevant Issuer has given a “General Consent” to any financial intermediary to use the Base Prospectus, specify any additional conditions to consent or any condition replacing the conditions set under ‘Retail cascades’ in the Base Prospectus.)*

*(Where the relevant Issuer has given a “Specific Consent” to a financial intermediary to use the Base Prospectus, specify any applicable conditions to consent.)*

*(Where Authorised Offeror(s) have been designated herein, specify any applicable conditions to consent.)*

**[ANNEX [A] – INSERT ISSUE SPECIFIC SUMMARY]<sup>1</sup>**

*(Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency))*

---

<sup>1</sup> Only required for Certificates with a denomination of less than €100,000 (or its equivalent in any other currency).

**[ANNEX [B] – MULTIPLE REFERENCE ENTITIES]**

Please also refer to paragraph 25 of these Final Terms for further variables with respect to Credit Linked Certificates.

Reference Entity: [●] *(Repeat the sub-paragraphs below as needed so that there is one table per Reference Entity)*

Credit Event:	[Bankruptcy][Failure to Pay][Obligation Acceleration][Obligation Default][Repudiation/Moratorium][Restructuring]
Payment Requirement:	[\$1,000,000][●] [Not Applicable] <i>(\$1,000,000 or its equivalent in the Obligation Currency if not specified)</i>
Default Requirement:	[\$10,000,000][●][Not Applicable] <i>(\$10,000,000 or its equivalent in the Obligation Currency if not specified)</i>
Restructuring:	[Not Applicable][Restructuring Maturity Limitation and Fully Transferable Obligation Applicable][Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable]
Reference Obligation(s):	[Not Applicable] <i>(If there are multiple Reference Entities, delete the rows below and specify Not Applicable) (If there are multiple Reference Obligations, repeat the sub-paragraphs below as needed)</i>
The obligation identified as follows:	
Primary Obligor:	[●]
Maturity:	[●]
Coupon:	[●]
CUSIP/ISIN:	[●]
Original Issue Amount:	[●]
Obligation Characteristic(s)	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Domestic Issuance]
Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan]
Excluded Obligation:	[Not Applicable][●]
Obligation:	[●] [As per the Credit Linked Conditions]
Deliverable Obligation:	[●] [As per the Credit Linked Conditions]

Excluded Deliverable Obligation:	[Not Applicable][●]
Deliverable Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan]
Deliverable Obligation Characteristic(s)	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Contingent][Not Domestic Issuance][Assignable Loan][Consent Required Loan][Direct Loan Participation][Transferable][Maximum Maturity][Accelerated or Matured][Not Bearer]
All Guarantees:	[Applicable][Not Applicable]
Notice of Publicly Available Information:	[Applicable][Not Applicable]
Grace Period Extension:	[Applicable][Not Applicable]
Additional Provisions:	[Applicable [●] (as contemplated by Credit Linked Condition 10)][Not Applicable]
[Reference Entity: [●]	
Credit Event:	[Bankruptcy][Failure to Pay][Obligation Acceleration][Obligation Default][Repudiation/Moratorium][Restructuring]
Payment Requirement:	[\$1,000,000][●] [Not Applicable] <i>(\$1,000,000 or its equivalent in the Obligation Currency if not specified)</i>
Default Requirement:	[\$10,000,000][●][Not Applicable] <i>(\$10,000,000 or its equivalent in the Obligation Currency if not specified)</i>
Restructuring:	[Not Applicable][Restructuring Maturity Limitation and Fully Transferable Obligation Applicable][Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable]
Reference Obligation(s):	[Not Applicable] <i>(If there are multiple Reference Entities, delete the rows below and specify Not Applicable) (If there are multiple Reference Obligations, repeat the sub-paragraphs below as needed)</i>
The obligation identified as follows:	
Primary Obligor:	[●]
Maturity:	[●]
Coupon:	[●]



CUSIP/ISIN:	[●]
Original Issue Amount:	[●]
Obligation Characteristic(s)	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Domestic Issuance]
Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan]
Excluded Obligation:	[Not Applicable][●]
Obligation:	[●] [As per the Credit Linked Conditions]
Deliverable Obligation:	[●] [As per the Credit Linked Conditions]
Excluded Deliverable Obligation:	[Not Applicable][●]
Deliverable Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan]
Deliverable Obligation Characteristic(s)	[Not Subordinated][Specified Currency][Not Sovereign Lender][Not Domestic Currency][Not Domestic Law][Listed][Not Contingent][Not Domestic Issuance][Assignable Loan][Consent Required Loan][Direct Loan Participation][Transferable][Maximum Maturity][Accelerated or Matured][Not Bearer]
All Guarantees:	[Applicable][Not Applicable]
Notice of Publicly Available Information:	[Applicable][Not Applicable]
Grace Period Extension:	[Applicable][Not Applicable]
Additional Provisions:	[Applicable [●] (as contemplated by Credit Linked Condition 10)][Not Applicable]

**[ANNEX [C] – FORM OF RENOUNCEMENT NOTICE**

**Form of Renouncement Notice** *(to be included for Italian Listed Certificates which are Italian Certificates)*

**RENOUNCEMENT NOTICE**

*(to be completed by the Certificateholder)*

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

*(a limited liability company incorporated in France as a “société anonyme”)*

and

**CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS**

*(a limited liability company incorporated in France)*

[insert title of Certificates]

ISIN: [●]

(the “Certificates”)

To: [Italian Issuing Agent]

[address]

Fax No: [●]

c/c Principal Certificate Agent

[address]

Fax No: [●]

We/I the undersigned Certificateholder(s)

hereby communicate that we are renouncing the Automatic Exercise on the Exercise Date [scheduled to fall on [●]] of the rights granted by the Certificates in accordance with the Conditions.

Series No. of the Certificates:

Number of Certificates the subject of this notice:

\_\_\_\_\_

The undersigned understands that if this Renouncement Notice is not completed and delivered as provided in the Conditions or is determined to be incomplete or not in proper form (in the determination of the Italian Issuing Agent), it will be treated as null and void.

If this Renouncement Notice is subsequently corrected to the satisfaction of the Italian Issuing Agent, it will be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Italian Issuing Agent.

Expressions defined in the Conditions shall bear the same meanings in this Renouncement Notice.

Place and date:

\_\_\_\_\_

Signature of the Certificateholder

\_\_\_\_\_

Name of beneficial owner of the Certificates

\_\_\_\_\_

\_\_\_\_\_

Signature]

**Form of Renouncement Notice (to be included for Italian Listed Certificates which are not Italian Certificates)**

**RENOUNCEMENT NOTICE**

*(to be completed by the beneficial owner of the Certificates)*

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**

*(a limited liability company incorporated in France as a “société anonyme”)*

and

**CRÉDIT AGRICOLE CIB FINANCIAL PRODUCTS (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCE (GUERNSEY) LIMITED**

*(a limited liability company incorporated in Guernsey)*

and

**CRÉDIT AGRICOLE CIB FINANCIAL SOLUTIONS**

*(a limited liability company incorporated in France)*

[insert title of Certificates]

ISIN: [●]

(the “Certificates”)

To: [Financial Intermediary]

[address]

Fax No: [●]

(the “Financial Intermediary”)

c/c Issuer

[address]

Fax No: [●]

c/c Principal Certificate Agent  
[address]  
Fax No: [●]

We/I the undersigned beneficial owner(s) of the Certificates

hereby communicate that we are renouncing the Automatic Exercise on the Exercise Date [scheduled to fall on [●]] of the rights granted by the Certificates in accordance with the Conditions.

Series No. of the Certificates:

Number of Certificates the subject of this notice:

\_\_\_\_\_

The undersigned understands that if this Renouncement Notice is not completed and delivered as provided in the Conditions or is determined to be incomplete or not in proper form (in the determination of the Italian Issuing Agent), it will be treated as null and void.

If this Renouncement Notice is subsequently corrected to the satisfaction of the Financial Intermediary, it will be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Financial Intermediary.

Expressions defined in the Conditions shall bear the same meanings in this Renouncement Notice.

Place and date:

\_\_\_\_\_

Name of beneficial owner of the Certificates

\_\_\_\_\_

Signature]

## **TERMS AND CONDITIONS OF THE CERTIFICATES**

*This section provides an introduction to the terms and conditions of the Certificates.*

*This introductory section does not form part of the Terms and Conditions.*

*The following sections below (including, for the avoidance of doubt, the annexes below) together form the terms and conditions of the Certificates (the **Terms and Conditions**) which will (in the case of Certificates other than Dematerialised Certificates) be incorporated by reference into each Global Certificate and attached to each Definitive Certificate or (in the case of Dematerialised Certificates) will apply to such Dematerialised Certificates. The Final Terms in relation to an issue of Certificates supplements and completes the following Terms and Conditions.*

**CONTENTS OF THE TERMS AND CONDITIONS OF THE CERTIFICATES**

<b>Contents</b>	<b>Page</b>
General Conditions	400
Annex 1 – Asset Conditions	436
Annex 2 – Credit Linked Conditions	476
Annex 3 – Alternative Currency Conditions	531
Annex 4 – Standard Payoff Conditions	534
Annex 5 – Combination Payoff Conditions	752
Annex 6 – Payoff Feature Conditions	811
Annex 7 – Early Redemption Trigger Conditions	868
Annex 8 – Redemption Method Conditions	886

## GENERAL CONDITIONS

*This section sets out the terms and conditions that apply to all Certificates.*

*The following are the general conditions (the **General Conditions**) that apply to the Certificates.*

*The following are the General Conditions that will apply to all Certificates, as supplemented or completed in accordance with the provisions of the applicable Final Terms and any applicable Additional Conditions specified to be applicable in such Final Terms. Where any Additional Conditions are specified in the applicable Final Terms for any Certificates, the General Conditions shall be subject to the provisions contained in such Additional Conditions and will not apply to the extent they are inconsistent with the provisions of such Additional Conditions. In all cases, these General Conditions and the provisions of such Additional Conditions shall be subject to the applicable Final Terms, and will not apply to the extent they are inconsistent with the provisions of such Final Terms.*

Unless otherwise specified in the relevant Global Certificate and Final Terms (as defined below), the Certificates of this series (such Certificates being hereinafter referred to as the **Certificates**) are, other than in the case of Dematerialised Certificates (as defined below) represented by one or more global Certificate (each a **Global Certificate**) and, in the case of all Certificates, are issued pursuant to an amended and restated master certificate agreement dated 8 July 2013 (as the same may be modified, amended, restated, varied or supplemented from time to time) (the **Master Certificate Agreement**) between Crédit Agricole Corporate and Investment Bank, Crédit Agricole CIB Financial Products (Guernsey) Limited (**Crédit Agricole CIB FP**), Crédit Agricole CIB Finance (Guernsey) Limited (**Crédit Agricole CIB FG**) and Crédit Agricole CIB Financial Solutions (**Crédit Agricole CIB FS**) (each an **Issuer** and together, the **Issuers**), CACEIS Bank Luxembourg as principal certificate agent (the **Principal Certificate Agent**) and as registrar (the **Registrar**), CACEIS Bank Luxembourg as Luxembourg certificate agent (in such capacity, the **Luxembourg Certificate Agent** together with the Principal Certificate Agent, any additional certificate agent appointed by the Issuer, the **Certificate Agents** which expression shall include any additional or successor certificate agents) and CACEIS Bank Luxembourg as Transfer Agent (in such capacity, the **Transfer Agent** (which expression shall include any additional or successor transfer agents) and together with the Certificate Agents and the Registrar, the **Agents**). Crédit Agricole Corporate and Investment Bank shall undertake the duties of calculation agent (the **Calculation Agent**) in respect of the Certificates, unless another entity is so specified as calculation agent in the applicable Final Terms. The expression “Calculation Agent” shall, in relation to the relevant Certificates, include such other specified calculation agent. In the case of Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS, the Certificates are subject to a deed of guarantee dated 8 July 2013 (the **Deed of Guarantee**) issued by Crédit Agricole Corporate and Investment Bank as guarantor (the **Guarantor**).

In the event that the applicable Final Terms specifies that the Certificates are eligible for sale in the United States under Rule 144A (**Rule 144A**) under the U.S. Securities Act of 1933, as amended (the **Securities Act**), the Certificates (a) may be sold only to U.S. persons (as defined in Regulation S under the Securities Act) that are qualified institutional buyers (each a **QIB**) as defined in Rule 144A under the Securities Act who are also qualified purchasers (each a **QP**) within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the **1940 Act**), such Certificates being represented by a Rule 144A Global Certificate (the **Rule 144A Global Certificate**) or (b) may be sold only outside the United States to a non-U.S. person in an offshore transaction in compliance with Regulation S under the Securities Act, such Certificates being represented by a Regulation S Global Certificate (the **Regulation S Global Certificate**).

In the event that the applicable Final Terms does not specify that the Certificates are eligible for sale in the United States under Rule 144A, the Certificates will, other than in the case of Dematerialised Certificates (as defined below), be represented by a Permanent Global Certificate (a **Permanent Global Certificate**).

References herein to **Global Certificate** include, as the context so requires, a Rule 144A Global Certificate, a Regulation S Global Certificate and a Permanent Global Certificate.



Each Global Certificate has been deposited with a depository (the **Common Depository**) common to Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**).

If so specified in the applicable Final Terms, and for the purpose of allowing clearing of Certificates in alternative clearing systems, any series of Certificates may be issued in registered, uncertificated and dematerialised book-entry form (**Dematerialised Certificates**) in accordance with all applicable laws of the relevant jurisdiction of such alternative clearing system and the rules and regulations of such alternative clearing system or any nominee thereof (**Local Clearing System Rules**).

Certificates designated as “Swedish Certificates” in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Swedish Financial Instruments Accounts Act of 1998 (*Sw. lag (1998:1479) om kontoföring av finansiella instrument*) and all other applicable Swedish laws, regulations and operating procedures applicable to and/or issued by the Swedish central securities depository (*central värdepappersförvarare*) from time to time (the **Swedish CSD Rules**) designated as Relevant Clearing System for the Swedish Certificates in the applicable Final Terms (which is expected to be Euroclear Sweden AB) (the **Swedish CSD**). No physical global or definitive Certificates or certificates will be issued in respect of Swedish Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

Certificates designated as “Norwegian Certificates” in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Norwegian Securities Register Act of 2002 (*lov om registrering av finansielle instrumenter av 5 juli 2002 nr. 64 para. 2-1*) and all other applicable Norwegian laws, regulations and operating procedures applicable to and/or issued by the relevant Norwegian central securities depository (*verdipapirregister*) from time to time (the **Norwegian CSD Rules**) designated as Relevant Clearing System for the Norwegian Certificates in the applicable Final Terms (which is expected to be VPS ASA (**VPS**)) (the **Norwegian CSD**). No physical global or definitive certificates will be issued in respect of Norwegian Certificates other than as provided below.

Certificates designated as “**Finnish Certificates**” in the applicable Final Terms will constitute Dematerialised Certificates issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (749/2012) and the Finnish Act on Book-Entry Accounts (827/1991) (*Fi: laki arvo-osuusjärjestelmästä ja selvitystoiminnasta 749/2012 and laki arvo-osuustileistä 827/1991*) and all other applicable Finnish laws, regulations and operating procedures applicable to and/or issued by the Finnish central securities depository from time to time (the “**Finnish CSD Rules**”) designated as Relevant Clearing System for the Finnish Certificates in the applicable Final Terms (which is expected to be Euroclear Finland Oy) (the “**Finnish CSD**”). No physical global or definitive Certificates or certificates will be issued in respect of Finnish Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

Certificates designated as “Italian Certificates” in the applicable Final Terms will constitute Dematerialised Certificates issued in registered, uncertificated and dematerialised book-entry form in accordance with the applicable provisions of the Italian law, including the Italian Financial Services Act, regulations and operating procedures applicable to and/or issued by the relevant Italian central securities depository from time to time (the **Italian CSD Rules**) and are freely transferable by way of book entries on the accounts registered on Monte Titoli S.p.A. (the **Italian CSD**). No physical global or definitive certificates will be issued in respect of Italian Certificates other than as provided below and the provisions relating to presentation, surrender or replacement of such bearer instruments shall not apply.

In the event that the Conditions of the Certificates are inconsistent with the Swedish CSD Rules, the Norwegian CSD Rules, the Finnish CSD Rules, the Italian CSD Rules or any other applicable Local Clearing System Rules, as the case may be, such Swedish CSD Rules, Norwegian CSD Rules, Finnish CSD Rules, Italian CSD Rules or, as the case may be, Local Clearing System Rules shall prevail.

Except as specified in the following paragraph or in the applicable Final Terms, no Certificates in definitive form will be issued.

In the event that (in the case of Certificates other than Dematerialised Certificates) both Euroclear and Clearstream, Luxembourg are closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), or (in the case of Dematerialised Certificates), the Swedish CSD, the Norwegian CSD, the Finnish CSD, the Italian CSD or any other alternative clearing system, as the case may be, is or announce an intention permanently to cease business and do so cease business and no alternative clearing system satisfactory to the Issuer and the Principal Certificate Agent is available (i) Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate will be exchangeable in whole but not in part (free of charge to the Certificateholders) for definitive certificates (**Definitive Registered Certificates**) in registered form and in which case the Issuer will deliver, or arrange delivery of, Definitive Registered Certificates in registered form, serially numbered to the Certificateholders; (ii) Certificates represented by the Permanent Global Certificate and Dematerialised Certificates (following deregistration from the book-entry registers of the Swedish CSD, Norwegian CSD, Finnish CSD, Italian CSD or, as the case may be, other alternative clearing system (or any nominee) will be exchangeable in whole but not in part (free of charge to the Certificateholders) for definitive certificates (**Definitive Bearer Certificates** and together with the Definitive Registered Certificates, the **Definitive Certificates**) in bearer form and in which case the Issuer will deliver, or arrange delivery of, Definitive Bearer Certificates in bearer form, serially numbered to the Certificateholders. In such event, the Issuer shall give notice to the Certificateholders of such additional terms as it and the Principal Certificate Agent consider appropriate in respect of the transfers of such Definitive Registered Certificates or Definitive Bearer Certificates, the procedures and time for exercise and payment and/or delivery thereof or thereon and such other matters as it determines are necessary.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Certificate Agent as provided in the applicable Final Terms.

The Final Terms for the Certificates complete these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent that it is inconsistent with these Terms and Conditions, supplement, replace or modify these Terms and Conditions for the purposes of the Certificates. References herein to the “Final Terms” or the “applicable Final Terms” are to the Final Terms or (in the case of any further certificates issued pursuant to General Condition 13 (*Further Issues*) and forming a single series with the Certificates) the additional Final Terms attached, in the case of Certificates other than Dematerialised Certificates, to the Global Certificate or, as the case may be, the Definitive Certificate and, in the case of Dematerialised Certificates, prepared in connection with such Dematerialised Certificates and signed by or on behalf of the Issuer.

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

The Certificateholders (as defined in General Condition 1.2 (*Title to Certificates*)) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Master Certificate Agreement and the applicable Final Terms.

Certificates will be issued in series (each a **Series**) and each Series may comprise one or more tranches (**Tranches** and each a **Tranche**).

## 1 TYPE, TITLE AND TRANSFER

### 1.1 Type

The Certificates may be Fixed Rate Certificates, Floating Rate Certificates, Credit Linked Certificates, Commodity Linked Certificates, Index Linked Certificates, Inflation Linked Certificates, FX Linked Certificates, Rate Linked Certificates, Multi-Asset Basket Linked Certificates, Alternative Currency Certificates, CNY Certificates, Dual Currency Certificates, Zero Coupon Certificates, Instalment Certificates or any combination thereof.

### 1.2 Title to Certificates

Each person who is for the time being shown in the records of the Relevant Clearing System as the holder of a particular amount of Certificates represented by a Global Certificate (in which regard any certificate or other document issued by the Relevant Clearing System as to the amount of Certificates standing to the account of any person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated for all purposes by the Issuer, the Guarantor, any Agent, the Relevant Clearing System, and all other persons dealing with such person as the holder of such amount of Certificates (and the expressions **Certificateholder** and **holder of Certificates** and related expressions shall be construed accordingly).

In the case of Swedish Certificates, **Certificateholder** and **holder of Certificates** means the person in whose name a Swedish Certificate is registered in the Swedish Register and the reference to a person in whose name a Swedish Certificate is so registered shall include also any person duly authorised to act as a nominee (*förvaltare*) and in whose name such certificates are so registered. In respect of Swedish Certificates, the **Swedish Register** means the register maintained by the Swedish CSD on behalf of the Issuer in accordance with the Swedish CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Swedish Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. The Issuer and the Swedish Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Swedish Register in accordance with the Swedish CSD Rules.

In the case of Norwegian Certificates, **Certificateholder** and **holder of Certificates** means the person in whose name a Norwegian Certificate is registered in the Norwegian Register and the reference to a person in whose name a Norwegian Certificate is registered shall also include any entities registered as nominee holder (*forvalter*) of such Certificates. In respect of Norwegian Certificates, the **Norwegian Register** means the register maintained with the Norwegian CSD on behalf of the Issuer in accordance with the Norwegian CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Norwegian Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. In respect of Norwegian Certificates, each holder agrees and accepts to that the Norwegian CSD may provide the Issuer and the Norwegian Issuing Agent (as defined in General Condition 10.1 (*Agents*) below), upon request, information registered with the Norwegian CSD relating to the Norwegian Certificates and the holders thereof. Such information shall include, but not be limited to, the identity of the registered holder of the Norwegian Certificates, the residency of the registered holder of the Norwegian Certificates, the number of Norwegian Certificates registered with the relevant holder, the address of the relevant holder, identity of the registrar account administrator in respect of the relevant securities account (*Kontofører Investor*) and whether or not the Norwegian Certificates are registered in the name of a nominee and the identity of any such nominee.

In the case of Finnish Certificates, “**Certificateholder**” and “**holder of Certificates**” means the person in whose name a Finnish Certificate is registered in the Finnish Register and the reference to a person in whose name a Finnish Certificate is so registered shall include also any person duly authorised to act as a nominee

(*hallintarekisteröinnin hoitaja*) and in whose name such certificates are so registered. In respect of Finnish Certificates, the “**Finnish Register**” means the register maintained by the Finnish CSD on behalf of the Issuer in accordance with the Finnish CSD Rules. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Finnish Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder. The Issuer and the Finnish Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Finnish Register in accordance with the Finnish CSD Rules.

In the case of Italian Certificates, **Certificateholder** and **holder of Certificates** means the person, other than another CSD, who is for the time being shown in the records of the Italian CSD in accordance with the Italian CSD Rules (the **Italian Register**) as holder of a particular number of Italian Certificates. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Italian Certificates shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating such holder and any certificate or other document issued pursuant to the Italian CSD Rules as to the number of Italian Certificates standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error. The Issuer and the Italian Issuing Agent (as defined in General Condition 10.1 (*Agents*) below) shall be entitled to obtain information from the Italian Register in accordance with the Italian CSD Rules.

Title to any other Dematerialised Certificates shall be governed by the relevant Local Clearing System Rules as specified in the applicable Final Terms.

In the case of Definitive Registered Certificates, the Issuer shall cause to be kept at the specified office of the Principal Certificate Agent a register (the **Register**) on which shall be entered, the names and addresses of all holders of Definitive Registered Certificates, the number and type of the Definitive Registered Certificates held by them and details of all transfers of Definitive Registered Certificates. The persons shown in the Register (each a **Certificateholder**) shall (except as otherwise required by law) be treated as the absolute owners of the relevant Definitive Registered Certificates for all purposes (regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person (and the expressions **Certificateholders** and **holder of Certificates** and related expressions shall be construed accordingly).

In the case of a Definitive Bearer Certificate title passes by delivery and the bearer of such Definitive Bearer Certificate (each a **Certificateholder**) shall (except as otherwise required by law) be treated as the absolute owner of the relevant Definitive Bearer Certificate for all purposes (regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person (and the expressions **Certificateholders** and **holder of Certificates** and related expressions shall be construed accordingly).

### 1.3 Transfer of Certificates

All transactions (including transfers of Certificates) in the open market or otherwise must be effected through, in the case of Certificates represented by a Global Certificate, an account at Euroclear or Clearstream, Luxembourg subject to and in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be and title will pass upon registration of the transfer in the books of Euroclear or Clearstream, Luxembourg, as the case may be. In the case of Dematerialised Certificates, all transactions (including transfers of such Certificates), in the open market or otherwise must be effected on account with the Relevant Clearing System subject to and in accordance with the rules and procedures for the time being of such Relevant Clearing System and title will pass upon registration of the transfer in the books of such Relevant Clearing System or any nominee thereof which, in the case of Swedish Certificates, will be by registration in the Swedish Register in accordance with the Swedish CSD Rules, in the case of Norwegian Certificates, will be by

registration in the Norwegian Register in accordance with the Norwegian CSD Rules, in the case of Finnish Certificates, will be by registration in the Finnish Register in accordance with the Finnish CSD Rules and in the case of Italian Certificates, will be by registration in the Italian Register in accordance with the Italian CSD Rules.

The number of Certificates which may be transferred by a Certificateholder must be equal to the Minimum Trading Lot and any integral multiple thereof or of such other number, each as specified in the applicable Final Terms.

In the case of Certificates represented by a Rule 144A Global Certificate, transfers of such Certificates to a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate, or, in the case of Certificates represented by a Regulation S Global Certificate, transfers of such Certificates to a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate, may be effected only to or through the Issuer or an affiliate of the Issuer, or upon certification (in the form from time to time available from the Principal Certificate Agent) to the Principal Certificate Agent by the transferor (or with respect to an exchange, the holder), and made:

- (i) (A) to a non-U.S. person in an offshore transaction pursuant to Regulation S under the Securities Act or (B) to a QIB who is also a QP who acquired such Certificates in a transaction meeting the requirements of Rule 144A; and
- (ii) to a transferee or an exchange representing or deemed to represent that it is not acquiring the Certificates, directly or indirectly, with assets of any Employee Benefit Plan within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (**ERISA**), whether or not subject to Title I of ERISA, including any U.S. governmental or non-U.S. pension plan, or any “plan” subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”); and
- (iii) in accordance with any applicable rules and regulations from time to time of the Principal Certificate Agent, Euroclear and Clearstream, Luxembourg.

The Certificateholder must send to Euroclear or Clearstream, Luxembourg, as the case may be, a free of payment instruction not later than 10.00 a.m. (Brussels or Luxembourg time, as the case may be) one Brussels business day or Luxembourg business day, as the case may be, prior to the date on which the transfer or exchange is to take effect.

In the case of a transfer, separate payment arrangements are required to be made between the transferor and the transferee.

On the transfer or exchange date, Euroclear or Clearstream, Luxembourg, as the case may be, will debit the account of its participant and will instruct the Principal Certificate Agent to instruct Euroclear or Clearstream, Luxembourg, as the case may be, to credit the relevant account of the Euroclear or Clearstream, Luxembourg participant, as the case may be.

Upon any transfer or exchange date, the Principal Certificate Agent, in the case of transfer to and/or from a person who takes delivery in the form of Certificates represented by a Regulation S Global Certificate or Rule 144A Global Certificate held by a Common Depository on behalf of Euroclear or Clearstream, Luxembourg, will increase or decrease, if appropriate, the number of Certificates represented by such Regulation S Global Certificate or Rule 144A Global Certificate, whereupon the number of Certificates represented by such Regulation S Global Certificate or Rule 144A Global Certificate shall be increased or decreased, if appropriate, for all purposes by the number so transferred and endorsed.

If at any time the Principal Certificate Agent determines or is notified by the Issuer or any of its affiliates that (i) a transfer or attempted or purported transfer of any interest in a Certificate was not consummated in compliance with

the provisions of this General Condition 1.3, or (ii) there was a breach of any representation (at the time given) or agreement set forth in any certificate or letter or any deemed representation or agreement delivered or deemed to be made (at the time deemed made) by such purchaser, the purported transfer shall be absolutely null and void ab initio and shall vest no rights in such purchaser (being in such case, a **Disqualified Transferee**) and the last preceding holder of such interest that was not a Disqualified Transferee shall be restored to all rights as a Certificateholder thereof retroactively to the date of purported transfer of such interest by such Certificateholder; alternatively, the Issuer may require any Disqualified Transferee to sell such interest to the Issuer or an entity designated by the Issuer that would not be a Disqualified Transferee.

Definitive Registered Certificates may be transferred at the office of the Principal Certificate Agent in accordance with the terms set out in the Definitive Registered Certificate and the Master Certificate Agreement.

## 2 STATUS OF THE CERTIFICATES

The Certificates constitute direct, unsubordinated, unconditional and unsecured obligations of the relevant Issuer and rank *pari passu* among themselves and with all other existing or future direct, unsubordinated, unconditional and unsecured obligations of the relevant Issuer (other than those preferred by law).

## 3 THE GUARANTEE AND STATUS OF THE GUARANTEE

In the case of Certificates issued by Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS, the Guarantor, in accordance with the terms of the Deed of Guarantee, has agreed to irrevocably and unconditionally guarantee the payment and delivery obligations of Crédit Agricole CIB FP and/or Crédit Agricole CIB FG and/or Crédit Agricole CIB FS, as the case may be, under or in respect of the Certificates. The obligations of the Guarantor under the Deed of Guarantee will constitute direct, unsubordinated, unconditional and unsecured obligations of the Guarantor and will rank *pari passu* with all other existing or future direct, unsubordinated, unconditional and unsecured obligations of the Guarantor (other than those preferred by law).

## 4 ADJUSTMENTS FOR EUROPEAN MONETARY UNION

The relevant Issuer may, without the consent of the Certificateholders, on giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*):

- (a) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the Certificates shall be redenominated in euro;

The election will have effect as follows:

- (i) where the Specified Currency of the Certificates is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Specified Currency shall be deemed to be an amount of euro converted from the original Specified Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the relevant Issuer may decide, after consultation with the Calculation Agent, and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Certificates will be made solely in euro as though references in the Certificates to the Specified Currency were to euro;
- (ii) where any of these Terms and Conditions are expressed in or contemplate the exchange from or into, the currency (the **Original Currency**) of a country which is participating in the third stage of European Economic and Monetary Union, such Terms and Conditions shall be deemed to be expressed in or converted from or, as the case may be into, euro at the Established Rate; and
- (iii) such other changes shall be made to these Terms and Conditions as the Issuer may decide in its sole and absolute discretion, after consultation with the Calculation Agent to conform them to conventions then applicable to instruments expressed in euro; and/or

- (b) require that the Calculation Agent make such adjustments to any of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent, in its sole discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on these Terms and Conditions.

Notwithstanding the foregoing, none of the Issuers, any of their respective Affiliates or agents, the Guarantor, if any, the Calculation Agent nor any Certificate Agent shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.

## 5 INTEREST

The applicable Final Terms will indicate whether the Certificates (including Credit Linked Certificates) are (i) Fixed Rate Certificates, (ii) Floating Rate Certificates, (iii) Zero Coupon Certificates, or (v) Linked Interest Certificates.

### 5.1 Interest on Fixed Rate Certificates

If:

- (i) “All Interest Periods” is specified in the applicable Final Terms, each Fixed Rate Certificate bears interest from (and including) the Interest Commencement Date to (but excluding) the Redemption Date at the rate(s) equal to the Rate(s) of Interest;
- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Fixed Rate Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the rate(s) equal to the Rate(s) of Interest. For the avoidance of doubt, any references in this General Condition 5.1 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

If the Certificates are in definitive form the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount (the Fixed Coupon Amount and Broken Amount being together **Interest Amounts**).

Except in the case of Certificates in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Fixed Rate Certificates represented by such Global Certificate; or
- (ii) in the case of Fixed Rate Certificates in definitive form, the Calculation Amount,

and in each case multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*) (an **Interest Amount**). Where the Specified Denomination of a Fixed Rate Certificate in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

## 5.2 Interest on Floating Rate Certificates

### (a) Interest Payment Dates

If:

- (i) “All Interest Periods” is specified in the applicable Final Terms, each Floating Rate Certificate bears interest from (and including) the Interest Commencement Date to (but excluding) the Redemption Date at the applicable Rate of Interest; or
- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Floating Rate Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the applicable Rate of Interest. For the avoidance of doubt, any references in this General Condition 5.2 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and such interest will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

### (b) Rate of Interest

Subject to General Condition 5.5 (*Margin, Minimum Rate of Interest and Maximum Rate of Interest*), the Rate of Interest payable from time to time in respect of Floating Rate Certificates will be determined in accordance with the provisions below relating to either ISDA Determination for Floating Rate Certificates or Screen Rate Determination for Floating Rate Certificates, as specified in the applicable Final Terms.

#### (i) ISDA Determination for Floating Rate Certificates

Where ISDA Determination is specified in the applicable Final Terms, the Rate of Interest for each Interest Period will be a rate equal to the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Certificate Agent under an interest rate swap transaction if the Principal Certificate Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Certificates (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is as specified in the applicable Final Terms, which may if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), be the first day of that Interest Period.

For the purposes of this sub-paragraph (i), **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.



(ii) Screen Rate Determination for Floating Rate Certificates

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Screen Page Time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Certificate Agent. If five (5) 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 Principal Certificate Agent for the purpose of determining the arithmetic mean (rounded as provided in General Condition 5.6 (*Rounding*)) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of General Condition 5.2(b)(ii)(A), no offered quotation appears or, in the case of General Condition 5.2(b)(ii)(B), fewer than three (3) offered quotations appear, in each case at the Relevant Screen Page Time, the Principal Certificate Agent shall request each of the Reference Banks to provide the Principal Certificate Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the Relevant Screen Page Time on the Interest Determination Date in question. If two (2) or more of the Reference Banks provide the Principal Certificate Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Certificate Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Certificate Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Certificate Agent determines as being the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the rates, as communicated to (and at the request of) the Principal Certificate Agent by the Reference Banks or any two (2) or more of them, at which such banks were offered at the Relevant Screen Page Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Relevant Inter-Bank Market plus or minus (as appropriate) the Margin (if any) or, if fewer than two (2) of the Reference Banks provide the Principal Certificate Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded in accordance with General Condition 5.6 (*Rounding*)) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at the Relevant Screen Page Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the relevant Issuer suitable for the purpose) informs the Principal Certificate Agent it is quoting to leading banks in the Relevant Inter-Bank Market plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be

applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(c) Determination of Rate of Interest and calculation of Interest Amounts

The Principal Certificate Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Principal Certificate Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Certificates for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or
- (ii) in the case of Floating Rate Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*). Where the Specified Denomination of a Floating Rate Certificate in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Certificate shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

(d) Notification of Rate of Interest and Interest Amounts

The Principal Certificate Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer and any stock exchange on which the relevant Floating Rate Certificates are for the time being listed and notice thereof to be published in accordance with General Condition 11 (*Notices*) as soon as possible after their determination but in no event later than the first Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Certificates are for the time being listed and to the Certificateholders in accordance with General Condition 11 (*Notices*). For the purposes of this General Condition 5.2(d), the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Luxembourg.

### 5.3 Interest on Linked Interest Certificates

(a) Interest Payment Dates

If:

- (i) “All Interest Periods” is specified in the applicable Final Terms, each Linked Interest Certificate bears interest at the applicable Linked Interest Rate (as defined in General Condition 5.3(b) (*Linked Interest Rate*)) on its outstanding nominal amount from (and including) the Interest Commencement Date to (but excluding) the Redemption Date; or
- (ii) certain Interest Periods (other than All Interest Periods) are specified in the applicable Final Terms, each Linked Interest Certificate bears interest from (and including) the first day of the first Interest Period so specified in the applicable Final Terms to (and including) the last day of the last Interest Period so specified in the applicable Final Terms at the applicable Linked Interest Rate. For the

avoidance of doubt, any references in this General Condition 5.3 to Interest Period will be deemed to be references only to such specified Interest Periods.

In each case, interest will accrue on a daily basis on each day during each relevant Interest Accrual Period and such interest will be payable in respect of the relevant Interest Period in arrear on the relevant Interest Payment Date.

(b) **Linked Interest Rate**

The rate payable from time to time in respect of the applicable Linked Interest Certificates (each a **Linked Interest Rate**) will be determined in accordance with the relevant Terms and Conditions, as specified in the applicable Final Terms.

(c) **Determination of Linked Interest Rate and calculation of Interest Amounts**

The Calculation Agent will determine the Linked Interest Rate on the Interest Determination Date for the relevant Interest Period. The Calculation Agent will notify the Principal Certificate Agent of the Linked Interest Rate for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Linked Interest Certificates for the relevant Interest Period by applying the Linked Interest Rate to:

- (i) in the case of Linked Interest Certificates which are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or
- (ii) in the case of Linked Interest Certificates in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure in accordance with General Condition 5.6 (*Rounding*). Where the Specified Denomination of a Linked Interest Certificate in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Certificate shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(d) **Notification of Linked Interest Rate and Interest Amounts**

The Calculation Agent shall notify the Principal Certificate Agent of the Linked Interest Rate and Interest Amounts for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Certificate Agent will cause the Linked Interest Rate and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the relevant Issuer and any stock exchange on which the relevant Linked Interest Certificates are for the time being listed and notice thereof to be published in accordance with General Condition 11 (*Notices*) as soon as possible after the day on which the notice was given to the Principal Certificate Agent but in no event later than the fourth Luxembourg Business Day thereafter. For the purposes of this General Condition 5.3(d), the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Luxembourg.

#### **5.4 Interest on Zero Coupon Certificates**

No amount of interest will accrue or become payable on Zero Coupon Certificates except in accordance with General Condition 5.7 (*Accrual of Interest*).

## 5.5 Margin, Minimum Rate of Interest and Maximum Rate of Interest

- (a) With respect to Floating Rate Certificates only, if any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Periods, in the case of (y), by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin;
- (b) With respect to Floating Rate Certificates only, if the applicable Final Terms specify a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*) is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.
- (c) With respect to Floating Rate Certificates only, if the applicable Final Terms specify a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.
- (d) With respect to all Certificates, unless otherwise stated in the applicable Final Terms with respect to Floating Rate Certificates, the Minimum Rate of Interest or minimum Linked Interest Rate, as applicable, shall be deemed to be zero.

## 5.6 Rounding

For the purposes of any calculations required pursuant to these General Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant shall be rounded up) and (z) 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 yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

## 5.7 Accrual of interest

- (a) Except as otherwise provided in this General Condition 5 (*Interest*), each Certificate (or in the case of the redemption of part only of a Certificate, that part only of such Certificate) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue, or in the case of a Zero Coupon Certificate shall accrue as from the date for its redemption, until whichever is the earlier of:
  - (i) the date on which all amounts due in respect of such Certificate have been paid; and
  - (ii) five (5) days after the date on which the full amount of the moneys payable in respect of such Certificate has been received by the Principal Certificate Agent or the Registrar, as the case may be, and notice to that effect has been given to the Certificateholders in accordance with General Condition 11 (*Notices*).
- (b) With respect to Zero Coupon Certificates only, for the purposes of this General Condition 5.7, interest will accrue in accordance with General Condition 5.1 (*Interest on Fixed Rate Certificates*), provided that: (i) the Rate of Interest will be deemed to be the Accrual Yield; and (ii) a single Interest Accrual Period and

Interest Period will be deemed to be specified as the relevant period in accordance with Condition 5.7(a) above.

### 5.8 Interest calculations regarding Swedish Certificates

Pursuant to the Swedish CSD Rules, interest on any Swedish Certificate for any period of time is calculated from (but excluding) the first day of the relevant period to (but including) the last day of the relevant period and the provisions in this General Condition 5 (*Interest*) shall be construed accordingly in respect of Swedish Certificates.

### 5.9 Interest calculations regarding Italian Certificates

The relevant Issuer shall pay or cause to be paid interest in respect of the relevant period to the person who will be the holder of the Certificates according to the records of the Italian CSD as at the Interest Record Date.

### 5.10 Payoff Features

The interest payable in respect of each Certificate will be subject to each Payoff Feature (if any) specified as applicable in the applicable Final Terms. A Payoff Feature will apply to: (a) all Interest Periods if “All Interest Periods” is specified to apply in the applicable Final Terms; or (b) to certain Interest Periods as specified in the applicable Final Terms in respect of a Payoff Feature.

## 6 PAYMENTS

### 6.1 Method of payment

Subject as provided below, the relevant Issuer shall pay or cause to be paid the Early Redemption Amount, Instalment Redemption Amount or Final Redemption Amount, as the case may be, for each Certificate by credit or transfer to the holder’s account with the Relevant Clearing System for value on the date fixed for early redemption, the Redemption Date, or the Instalment Redemption Date, as the case may be, such payment to be made in accordance with the rules of such Clearing System. All payments in respect of Certificates represented by a Rule 144A Global Certificate or a Regulation S Global Certificate will be made to, or to the order of, the holder recorded as such at the close of business on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January. In the case of Swedish Certificates, such payment will occur in accordance with the Swedish CSD Rules and payments will be effected to the holder recorded as such on (i) the fifth business day (where the Swedish Certificates have been registered by the Swedish CSD on the basis of notional amount) or, as the case may be, (ii) on the fourth business day (where the Swedish Certificates have been registered by the Swedish CSD on the basis of the number of securities) (in each case as such business day is defined by the then applicable Swedish CSD Rules) before the due date for such payment, or (iii) such other business day falling closer to the due date as may then be stipulated in the Swedish CSD Rules (such date being the **Record Date** for the purposes of the Swedish Certificates). In the case of Norwegian Certificates, such payment will occur in accordance with the Norwegian CSD Rules and payments will be effected to the Holder recorded as such on the fifth business day (as defined by the then applicable Norwegian CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as may then be stipulated in the Norwegian CSD Rules (such date being the **Record Date** for the purposes of the Norwegian Certificates). In the case of Finnish Certificates, such payment will occur in accordance with the Finnish CSD Rules and payments will be effected to the holder recorded as such on the fifth business day (as defined by the then applicable Finnish CSD Rules) before the due date for such payment, or such other business day falling closer to the due date as may then be stipulated in the Finnish CSD Rules (such date being the **Record Date** for the purposes of the Finnish Certificates). In the case of Italian Certificates, such payment will occur in accordance with the Italian CSD Rules and payments will be effected to the Holder’s account with the Italian CSD for value on such date on which the payment is due, or such other business day falling closer to the due date as may then be stipulated in the Italian CSD Rules (such date being the **Record Date** for the purposes of the Italian Certificates).

The relevant Issuer or the Guarantor will be discharged by payment to, or to the order of, the Relevant Clearing System in respect of the amount so paid or in accordance with the Swedish CSD Rules, the Norwegian CSD Rules, the Finnish CSD Rules or the Italian CSD Rules as the case may be. Each of the persons shown in the records of the Relevant Clearing System as the holder of a particular amount of the Certificates must look solely to the Relevant Clearing System for his share of each such payment so made to, or to the order of, such Clearing System.

No commission or expenses shall be charged to the Certificateholders in respect of such payments and regulations applicable thereto in the place of payment.

## 6.2 Payment Business Day

If the date for payment of any amount in respect of any Certificate is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if “Following Payment Business Day” is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if “Modified Following Payment Business Day” is specified in the applicable Final Terms or (iii) on the immediately preceding Payment Business Day in the relevant place, if “Preceding Payment Business Day” is specified in the applicable Final Terms; provided that if neither “Following Payment Business Day” nor “Modified Following Payment Business Day” nor “Preceding Payment Business Day” is specified in the applicable Final Terms, “Following Payment Business Day” shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this General Condition 6.2 the relevant amount due in respect of any Certificate shall not be affected by any such adjustment. For these purposes, **Payment Business Day** means any day which is:

- (a) subject to the provisions of the Master Certificate Agreement, 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:

in respect of Definitive Certificates, the relevant place of presentation; and

each Additional Financial Centre specified in the applicable Final Terms; and

- (b) either (A) in relation to any sum payable in a Specified Currency other than euro and CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation and any Additional Financial Centre and which if the Specified Currency is Australian dollars, shall be Sydney and, if the Specified Currency is Canadian dollars, shall be Montreal) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open or (C) in relation to any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

## 6.3 General

None of the Calculation Agent, the Issuers, the Guarantor, any Dealer or any Certificate Agent shall have any responsibility for any errors or omissions in the calculation of any Early Redemption Amount, the Final Redemption Amount, or Instalment Redemption Amount, as the case may be, or other amount whatsoever.

## 6.4 Interpretation

Any reference in these Terms and Conditions to principal or nominal in respect of the Certificates shall be deemed to include, as applicable:

- (a) the Final Redemption Amount of the Certificates;
- (b) the Early Redemption Amount of the Certificates;
- (c) the Fair Market Value Redemption Amount of the Certificates;
- (d) in relation to Certificates redeemable in instalments, the Instalment Redemption Amounts; and
- (e) any premium and any other amounts (other than interest) which may be payable by the relevant Issuer under or in respect of the Certificates.

Any reference in these Terms and Conditions to “payment”, “repayment” and “redemption” and other related expressions (including, without limitation, for the purposes of the definition of “Payment Business Day” in General Condition 6.2 (*Payment Business Day*)) shall, where the context admits, include the delivery of any securities or other assets pursuant to Physical Settlement as provided in Annex 2 (*Credit Linked Conditions*).

## 7 REDEMPTION AND PURCHASE

### 7.1 Redemption by Instalments and Final Redemption

- (a) Unless previously redeemed or purchased and cancelled as provided in this General Condition 7 (other than General Condition 7.1(a)), on each Instalment Date, each Instalment Certificate shall be partially redeemed by the relevant Issuer at the relevant Instalment Redemption Amount and the outstanding nominal amount of each Instalment Certificate will be reduced by the relevant Instalment Amount.
- (b) Unless previously redeemed or purchased and cancelled as provided below in this General Condition 7, each Certificate will be finally redeemed by the relevant Issuer at its Final Redemption Amount specified in the applicable Final Terms and determined in accordance with the provisions set out in Annex 8 (*Redemption Method Conditions*) in the relevant Specified Currency on the Redemption Date or, in the case of an Instalment Certificate falling within paragraph (a) above, its final Instalment Redemption Amount on the final Instalment Date.

### 7.2 Early Redemption Trigger Events

The applicable Final Terms will specify whether any Early Redemption Trigger Event applies to the Certificates. The provisions detailing such Early Redemption Trigger Events are set out in Annex 7 (*Early Redemption Trigger Conditions*).

The Early Redemption Amount payable in respect of Certificates (other than Zero Coupon Certificates) to which an Early Redemption Trigger Event applies shall be determined by the Calculation Agent in accordance with the provisions of Annex 8 (*Redemption Method Conditions*).

The Early Redemption Amount payable in respect of Zero Coupon Certificates to which an Early Redemption Trigger Event applies shall be the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

### 7.3 Fair Market Value Redemption Amounts

Where (i) Zero Coupon Certificates are to be redeemed prior to the Redemption Date pursuant to the occurrence of an Early Redemption Trigger Event or (ii) the Certificates are to be redeemed prior to the Redemption Date pursuant to General Condition 15 (*Illegality and Force Majeure*), each Certificate will be redeemed at the Fair Market Value Redemption Amount. Certificates may also be redeemed at the Fair Market Value Redemption Amount in any other circumstances set out in the applicable Asset Conditions (including pursuant to Credit Linked Condition 2.7 (*Early redemption of Leveraged CLCs*), Credit Linked Condition 2.8 (*Redemption following a Merger Event*) and Credit Linked Condition 2.10 (*Redemption following an Additional Disruption Event*)).

The Fair Market Value Redemption Amount shall be such amount as shall be determined to be the fair market value of the Certificate as at (or about) the date of early redemption, taking into account (in respect of a Certificate other than an Italian Listed Certificate), without limitation (i) the cost to the relevant Issuer of unwinding any related underlying hedging arrangements entered into in respect of such Certificate (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), whether such hedge is held directly by the relevant Issuer or the Guarantor or indirectly through an affiliate, and/or (ii) any replacement liquidity costs and/or (iii) any other appropriate costs, all as determined by the Calculation Agent in its sole and absolute discretion (or, in the case of an Italian Listed Certificate, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner).

In determining the fair market value of the Certificate (other than an Italian Listed Certificate), the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions, and, in the case of early redemption pursuant General Condition 15 (*Illegality and Force Majeure*), the impracticality, illegality or impossibility giving rise to the early redemption).

The Fair Market Value Redemption Amount determined as specified above shall be deemed to include any amounts in respect of accrued interest.

Payment of such Fair Market Value Redemption Amount will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

#### **7.4 Purchases**

The relevant Issuer, the Guarantor and any of their affiliates shall have the right to purchase or otherwise acquire Certificates at such times, in such manner and for such consideration as it may deem appropriate. Any Certificates so purchased may be held or resold or surrendered for cancellation and, if cancelled, may be reissued by the relevant Issuer at such time and in such manner as it may deem appropriate.

#### **7.5 Cancellation**

All Certificates which are redeemed by the relevant Issuer will forthwith be cancelled All Certificates so cancelled and any Certificates purchased and cancelled pursuant to General Condition 7.4 (*Purchases*) shall be forwarded to the Principal Certificate Agent and cannot be reissued or resold.

#### **7.6 Late payment on Zero Coupon Certificates**

If the amount payable in respect of any Zero Coupon Certificate upon redemption of such Zero Coupon Certificate pursuant to General Condition 7.1 (*Redemption by Instalment and Final Redemption*) or 7.2 (*Early Redemption Trigger Events*), or upon its becoming due and repayable as provided in General Condition 15 (*Illegality and Force Majeure*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Certificate shall be the Fair Market Value Redemption Amount as though the references in General Condition 7.3 (*Fair Market Value Redemption Amounts*) to the date fixed for the redemption was replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Certificate have been paid; and
- (b) five (5) days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Certificates has been received by the Principal Certificate Agent or the Registrar and notice to that effect has been given to the Certificateholders in accordance with General Condition 11 (*Notices*).

#### **7.7 Italian Listed Certificates**

Notwithstanding anything to the contrary in the Conditions: (i) Italian Listed Certificates shall be deemed to be automatically exercised at the Renouncement Notice Cut-off Time, (ii) for so long as the Certificates are listed on Borsa Italiana S.p.A., the Certificates shall be deemed to expire on the Expiry Date (Data di Scadenza) and



trading in the Certificates on the Italian Stock Exchange shall cease on the third trading day prior to the Expiry Date and (iii) references in the General Conditions to “redemption” and “redeem” shall be construed as references to “termination” and “terminate”.

For so long as the Certificates are admitted to listing on Borsa Italiana S.p.A. and to trading on the SeDeX Market, then at any time prior to the Renouncement Notice Cut-Off Time, any Certificateholder may renounce automatic exercise of such Certificate (i) in case of Italian Certificates, by the delivery or sending by fax of a duly completed renouncement notice (a **Renouncement Notice**) in the form set out in the applicable Final Terms to the Italian Issuing Agent, with a copy thereof to the Principal Certificate Agent or (ii) if not Italian Certificates, in accordance with the rules of Borsa Italiana S.p.A. applicable from time to time, by giving a duly completed Renouncement Notice to Euroclear or Clearstream, Luxembourg, with a copy to the relevant Issuer and the Principal Certificate Agent. Once delivered, a Renouncement Notice shall be irrevocable and the relevant Certificateholder may not transfer the Certificates the subject of the Renouncement Notice. If a duly completed Renouncement Notice is validly delivered prior to the Renouncement Notice Cut-off Time, the relevant Certificateholder will not be entitled to receive any amounts payable by the Issuer in respect of relevant Certificates and the relevant Issuer shall have no further liability in respect of such amounts.

Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by (i) in case of Italian Certificates, the Italian Issuing Agent (in consultation with the Italian CDS) or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg (in consultation with the Issuer and the Principal Certificate Agent) and shall be conclusive and binding on the relevant Issuer, the Guarantor, the Principal Certificate Agent or the Italian Issuing Agent, as the case may be, and the relevant Certificateholder.

Subject as follows, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of (i) in case of Italian Certificates, the Italian Issuing Agent or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to (i) in case of Italian Certificates, the Italian Issuing Agent, with a copy to the Principal Certificate Agent or (ii) if not Italian Certificates, Euroclear or Clearstream, Luxembourg, with a copy to the relevant Issuer and the Principal Certificate Agent.

## 7.8 Payoff Features

With respect to each Certificate (other than a Credit Linked Certificate), the Early Redemption Amount, Instalment Redemption Amount or the Final Redemption Amount will be subject to the Payoff Features (if any) specified as applicable in the applicable Final Terms.

## 8 ADDITIONAL CONDITIONS

Where any Additional Conditions are specified in the applicable Final Terms for any Certificates, the General Conditions shall be subject to the provisions contained in such Additional Conditions and will not apply to the extent they are inconsistent with the provisions of such Additional Conditions. In all cases, these General Conditions and the provisions of such Additional Conditions shall be subject to the applicable Final Terms, and will not apply to the extent they are inconsistent with the provisions of such Final Terms.

### 8.1 Commodity Linked Certificates

Additional conditions relating to Commodity Linked Certificates will be set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

### 8.2 Index Linked Certificates

Additional conditions relating to Index Linked Certificates will be set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**8.3 FX Linked Certificates**

Additional conditions relating to FX Linked Certificates will be set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**8.4 Inflation Linked Certificates**

Additional conditions relating to Inflation Linked Certificates will be set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**8.5 Rate Linked Certificates**

Additional conditions relating to Rate Linked Certificates will be set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**8.6 Multi-Asset Basket Linked Certificates**

Additional conditions relating to Multi-Asset Basket Linked Certificates will be set out in Chapter 6 (*Multi-Asset Basket Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**8.7 Credit Linked Certificates**

Additional conditions relating to Credit Linked Certificates will be set out in Annex 2 (*Credit Linked Conditions*).

**8.8 Alternative Currency Certificates**

Additional conditions relating to Alternative Currency Certificates will be set out in Annex 3 (*Alternative Currency Conditions*).

**8.9 Linked Interest Certificates and Linked Redemption Certificates**

Additional conditions relating to Linked Interest Certificates and Linked Redemption Certificates will be set out in Annex 4 (*Standard Payoff Conditions*) and Annex 5 (*Combination Payoff Conditions*), as specified as applicable in the applicable Final Terms.

**8.10 Payoff Features**

Additional conditions relating to Payoff Features will be set out in Annex 6 (*Payoff Feature Conditions*).

**8.11 Early Redemption Trigger Events**

Additional conditions relating to Early Redemption Trigger Events will be set out in Annex 7 (*Early Redemption Trigger Conditions*).

**8.12 Early Redemption Amount, Instalment Redemption Amount and Final Redemption Amount**

Additional conditions relating to the determination of the Early Redemption Amount, the Instalment Redemption Amount and the Final Redemption Amount will be set out in Annex 8 (*Redemption Method Conditions*).

**9 TAXATION AND EXPENSES**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction or agreement of the relevant Issuer, the Guarantor or an Agent. Neither the relevant Issuer nor the Guarantor shall be liable for, or otherwise obliged to pay, any tax, duty, withholding or other payment of whatever nature imposed or levied by such laws, regulations, directives or agreements which may arise as a result of the issue, ownership, transfer, redemption or enforcement of any Certificates. All payments made by the relevant Issuer, the Guarantor or an Agent shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted in any jurisdiction. If any such withholding or deduction is so required, the Certificateholders shall not be entitled to receive, and the relevant Issuer shall not be required to pay, an additional amount in respect thereof.

## 10 AGENTS AND DETERMINATION

### 10.1 Agents

The specified offices of the Agents are as set out on page 967 of the Base Prospectus.

The Issuers reserve the right at any time to vary or terminate the appointment of any Agent and to appoint further or additional Agents provided that no termination of appointment of the Principal Certificate Agent or the Registrar shall become effective until a replacement Principal Certificate Agent or, as the case may be, the Registrar shall have been appointed and provided that (i) so long as any of the Certificates are listed on a stock exchange, there shall be a Certificate Agent having a specified office in each location required by the rules and regulations of the relevant stock exchange, (ii) so long as there are any Swedish Certificates outstanding, there will at all times be a Swedish CSD duly authorised as a central securities depository under the Swedish Financial Instruments Accounts Act and an issuing agent duly authorised as such under the Swedish CSD Rules (the **Swedish Issuing Agent**) appointed in respect of such Swedish Certificates, (iii) so long as there are any Norwegian Certificates outstanding, there will at all times be a Norwegian CSD duly authorised as a central securities depository under the Norwegian Securities Register Act and an issuing agent duly authorised as such under the Norwegian CSD Rules (the **Norwegian Issuing Agent**) (Kontofører Utsteder) appointed in respect of such Norwegian Certificates, (iv) so long as there are any Finnish Certificates outstanding, there will at all times be a Finnish CSD duly authorized as a central securities depository under the Finnish Act on the Book-Entry System and Clearing Operations and the Finnish Act on Book-Entry Accounts and an issuing agent duly authorized as such under the Finnish CSD Rules (the **Finnish Issuing Agent**) appointed in respect of the Finnish Certificates and (v) so long as there are any Italian Certificates outstanding, there will at all times be an Italian CSD duly authorised as a central securities depository under Article 80 of the Italian Financial Services Act and its implementing regulations and an issuing agent duly authorised as such under the Italian CSD Rules (the **Italian Issuing Agent**) appointed in respect of such Italian Certificates. Notice of any termination of appointment and of any changes in the specified office of any Agent will be given to Certificateholders in accordance with General Condition 11 (*Notices*). In acting under the Master Certificate Agreement, each Agent acts solely as agent of the Issuers and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Certificateholders and any Certificate Agent's determinations and calculations in respect of the Certificates shall (save in the case of manifest error) be final and binding on the relevant Issuer and the Certificateholders.

### 10.2 Calculation Agent

In relation to each issue of Certificates where there is a Calculation Agent (whether it be the Issuer or a third party), it acts solely as agent of the relevant Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with the Certificateholders.

All calculations and determinations made by the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer, the Guarantor and each Certificateholder. The Calculation Agent may, with the consent of the relevant Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

### 10.3 Determinations by the Issuer

Any determination made by the Issuers pursuant to these Terms and Conditions shall (save in the case of manifest error) be final, conclusive and binding on the relevant Issuer, the Guarantor and each Certificateholder.

## 11 NOTICES

All notices to Certificateholders where the relevant Certificates are Global Certificates will be valid if (i) delivered to the Relevant Clearing System and in the case of Definitive Certificates to the Principal Certificate Agent, for communication by them to the Certificateholders and (ii) in relation to Certificates listed on any stock

exchange made in accordance with any applicable rules and regulations of such stock exchange. Any notice given to the Certificateholders in accordance with this General Condition 11 (*Notices*) shall also be sent to the Guarantor. Any such notice shall be deemed to have been given on the date of such delivery to the Relevant Clearing System or, if applicable, such publication on such website or, if published more than once or on different dates, on the date of the first such publication.

## 12 MEETINGS OF CERTIFICATEHOLDERS AND MODIFICATION

### 12.1 Meetings

The Master Certificate Agreement contains provisions for convening meetings of the Certificateholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Master Certificate Agreement) of a modification of these Terms and Conditions or the Master Certificate Agreement. At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the date, time and place of the meeting shall be given to Certificateholders. Such a meeting may be convened by the Issuer, the Guarantor or Certificateholders holding not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding. The quorum at a meeting of the Certificateholders (except for the purpose of passing an Extraordinary Resolution) will be two or more persons holding or representing not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding, or at any adjourned meeting two or more persons being, holding or representing Certificateholders whatever the number of Certificates so held or represented. The quorum at a meeting of Certificateholders for the purpose of passing an Extraordinary Resolution will be two or more persons holding or representing not less than 25 per cent. (by number) of the Certificates for the time being remaining outstanding or at any adjourned meeting two or more persons holding or representing not less than 10 per cent. (by number) of the Certificates for the time being remaining outstanding. In respect of Italian Listed Certificates, for the purposes of (i) ascertaining the right to attend and vote at any meeting of Certificateholders and (ii) the determination of how many Certificates are outstanding for the purposes of this General Condition 12 (*Meetings of Certificateholders and Modifications*) and Schedule 11 (*Provisions for meetings of Certificateholders*) to the Master Certificate Agreement, those Certificates which are beneficially held by, or on behalf of, the relevant Issuer, the Guarantor or any of their respective subsidiaries and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding provided, for the avoidance of doubt, that this shall not prejudice any rights of the relevant Issuer or the Guarantor (through their respective representatives) and their respective legal and financial advisers in such Schedule 11 to attend and speak at any such meeting. A resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting by not less than 75 per cent. of the votes cast by Certificateholders at such meeting as, being entitled to do so, vote in person or by proxy. An Extraordinary Resolution passed at any meeting of the Certificateholders shall be binding on all the Certificateholders, whether or not they are present at the meeting. Resolutions can be passed in writing if passed unanimously.

The Master Certificate Agreement is available for viewing on the website of the Guarantor (<http://www.cacib.com/business-lines/global-equity-derivatives.htm>).

### 12.2 Modifications

The Issuer may modify these Terms and Conditions and/or the Master Certificate Agreement and/or any Final Terms without the consent of the Certificateholders in any manner which the relevant Issuer and/or the Calculation Agent may deem necessary or desirable provided that such modification does not materially adversely affect the interests of the Certificateholders or such modification is of a formal, minor or technical nature or to correct a manifest error or to cure, correct or supplement any defective provision contained herein and/or therein or to comply with any requirement of the Irish Stock Exchange and/or any stock exchange on which the Certificates may be listed. Notice of any such modification will be given to the Certificateholders in accordance with General Condition 11 (*Notices*) but failure to give or non-receipt of, such notice will not affect

the validity of any such modification. In connection with such right of modification neither the relevant Issuer nor the Calculation Agent shall be obliged to have regard to the consequences of the exercise of such right for individual Certificateholders 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 Certificateholder shall be entitled to claim from the relevant Issuer, the Guarantor or the Calculation Agent any indemnification or payment in respect of any tax consequence of any such modification.

### 13 FURTHER ISSUES

The Issuers shall be at liberty from time to time, without the consent of Certificateholders, to create and issue further Certificates so as to form a single series with the Certificates.

### 14 SUBSTITUTION OF THE RELEVANT ISSUER

#### 14.1 Substitution

- (c) Except in the case of Certificates established for sale into the United States, the relevant Issuer, or any previous substitute company, shall be entitled at any time and from time to time, without the consent of the Certificateholders, to substitute Crédit Agricole Corporate and Investment Bank (other than in the case where Crédit Agricole Corporate and Investment Bank is itself the Issuer) or any subsidiary or holding company of Crédit Agricole Corporate and Investment Bank (the **New Issuer**) in place of the relevant Issuer, as obligor under the Certificates, provided that (i) the New Issuer shall assume all obligations of the relevant Issuer in relation to the Certificateholders under or in relation to the Certificates including those contained in the Master Certificate Agreement, to which the New Issuer shall become a party for the purpose of such Certificates with such consequential amendments as the Principal Certificate Agent shall deem appropriate, (ii) all actions, conditions and things required to be taken, fulfilled and done to ensure that the Certificates represent legal, valid and binding obligations of the New Issuer have been taken, fulfilled and done (including the appointment of a process agent in England) and are in full force and effect, (iii) if applicable, each stock exchange on which such Certificates are listed shall have been confirmed that, following such substitution, the Certificates will continue to be listed on such stock exchange, and (iv) except in the case where the New Issuer is Crédit Agricole Corporate and Investment Bank, the payment obligations under or in respect of Certificates continue to be irrevocably and unconditionally guaranteed by the Guarantor. Where Crédit Agricole Corporate and Investment Bank is the New Issuer, the guarantee shall no longer apply to such Certificates. Following such a substitution, any reference in these Terms and Conditions to the relevant Issuer shall be construed as a reference to the New Issuer.

#### 14.2 Notice of change or substitution

A change or substitution shall be promptly notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

#### 14.3 Tax consequences

In connection with such right of change or substitution an Issuer shall not be obliged to have regard to the consequences of the exercise of such right for individual Certificateholders 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 Certificateholder shall be entitled to claim from the relevant Issuer any indemnification or payment in respect of any tax consequence of any such change or substitution upon such Certificateholder.

### 15 ILLEGALITY AND FORCE MAJEURE

The relevant Issuer shall have the right to terminate its obligations under the Certificates, subject to the following sentence, if the relevant Issuer shall have determined that the performance of such obligations or the obligations of

the Guarantor under the Guarantee in respect of such Certificates shall have become illegal or impracticable, in either such case whether in whole or in part, in particular as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power. In such circumstances, the Issuer will give notice to Certificateholders of such termination in accordance with General Condition 11 (*Notices*) and, if and to the extent permitted by applicable law, pay to each Certificateholder in respect of each Certificate held by it in an amount equal to the Fair Market Value Redemption Amount.

Payment will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

## 16 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Certificates, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## 17 SEVERABILITY

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

## 18 GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Certificates, each Global Certificate, the Master Certificate Agreement and the Deed of Guarantee, and any non-contractual obligations arising out of or in connection with them, shall be governed by English law. Each of the Issuers and the Guarantor irrevocably agrees for the exclusive benefit of each Certificateholder that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Certificates or the Guarantor and that accordingly any suit, action or proceeding (together in this Condition referred to as **Proceedings**) arising out of or in connection with the Certificates or the Guarantee may be brought in such courts. Nothing contained in this General Condition 18 shall limit the right of any Certificateholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not. Each of the Issuers and the Guarantor appoints Crédit Agricole Corporate and Investment Bank, London branch at its principal office in England for the time being at Broadwalk House, 5 Appold Street, London EC2A 2DA as its process agent to receive on its behalf service of process of any Proceedings in England.

## 19 DEFINITIONS

For the purposes of these General Conditions (unless otherwise specified), the following general definitions will apply:

**1940 Act** has the meaning set out in the introductory section of these Terms and Conditions.

**Accrual Period** means, for the purposes of the definition of Day Count Fraction, the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date.

**Additional Business Centre** means the additional business centre specified as such in the applicable Final Terms.

**Additional Conditions** means the Asset Conditions, the Credit Linked Conditions, the Alternative Currency Conditions, the Standard Payoff Conditions, the Combination Payoff Conditions, the Payoff Feature Conditions, the Early Redemption Trigger Conditions and the Redemption Method Conditions.

**Additional Financial Centre** means each financial centre specified as such in the applicable Final Terms.

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

**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.

**Agent(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Alternative Currency Certificates** means Certificates in respect of which Alternative Currency Equivalent is specified in the applicable Final Terms to be applicable.

**Asset Conditions** means with respect to:

- (i) Commodity Linked Certificates, the additional conditions set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (ii) FX Linked Certificates, the additional conditions set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (iii) Index Linked Certificates, the additional conditions set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (iv) Inflation Linked Certificates, the additional conditions set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*);
- (v) Rate Linked Certificates, the additional conditions set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*); and
- (vi) Multi-Asset Basket Linked Certificates, the additional conditions set out in Chapter 6 (*Multi-Asset Basket Linked Asset Conditions*) of Annex 1 (*Asset Conditions*) and each other chapter of Annex 1 (*Asset Conditions*) relating to each underlying by reference to which interest, the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount (as the case may be) are calculated.

**Asset Transfer Notice** means a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement.

**Base Prospectus** means the Base Prospectus dated 8 July 2013 which comprises four base prospectuses for the purposes of the Prospectus Directive, (i) a base prospectus for Crédit Agricole CIB, (ii) a base prospectus for Crédit Agricole CIB FP, (iii) a base prospectus for Crédit Agricole CIB FG and (iv) a base prospectus for Crédit Agricole CIB FS.

**Benchmark Rate** has the meaning set out in Chapter 5 (*Rate Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Broken Amount** means the amount specified as such in the applicable Final Terms.

**Business Day** means a day which is both:

- (i) 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; and

- (ii) either (1) in relation to any sum payable in a Specified Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than any Additional Business Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open (**TARGET2 Settlement Day**) or (3) in relation to any sum payable in CNY a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

**Business Day Convention** means that if any date referred to in the Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Floating Rate Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (a) such date shall be brought forward to the immediately preceding Business Day and (b) after the foregoing paragraph (a) shall have applied, each subsequent date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment; or
- (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

If “Interest Periods will be adjusted” is specified in the applicable Final Terms, (a) any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the specified Business Day Convention (as described above) and (b) the amount of interest payable on such Interest Payment Date will be adjusted accordingly.

If “Interest Periods will be unadjusted” is specified in the applicable Final Terms, any Interest Payment Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the applicable Business Day Convention and there will be no corresponding adjustment of the amount of interest payable on such Interest Payment Date.

**Calculation Agent** means Crédit Agricole Corporate and Investment Bank unless otherwise specified in the applicable Final Terms.

**Calculation Amount** means the calculation amount specified as such in the applicable Final Terms.

**Calculation Amount Factor** means a number equal to the Specified Denomination divided by the Calculation Amount.

**Certificate Agent(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Certificateholder** has the meaning set out in General Condition 1.2 (*Title*).

**Certificates** means any Certificates issued by any of the Issuers under the Programme.



**Clearstream, Luxembourg** has the meaning set out in General Condition 1.2 (*Title*).

**Clearing System Business Day** means, in respect of a relevant clearance system, any day on which such clearance system is open for the acceptance and execution of settlement instructions.

**CNY** means the lawful currency of the People's Republic of China, which for the purpose of the Terms and Conditions, excludes the Hong Kong Special Administrative Region of the People's Republic of China, the Macau Special Administrative Region of the People's Republic of China and Taiwan.

**CNY Certificates** means Alternative Currency Certificates (a) denominated in CNY or (b) in relation to which the Dual Currency (Interest) Payoff Feature or the Dual Currency (Redemption) Payoff Feature is specified to apply and CNY is specified as the Interest Currency or the Redemption Currency, as the case may be.

**CNY Settlement Centre(s)** means the centres specified as such in the applicable Final Terms.

**Combination Interest Payoff** means any Linked Interest Rate determined in accordance with the relevant chapter of Part A of the Combination Payoff Conditions.

**Combination Payoff Conditions** means the terms and conditions in Annex 5 (*Combination Payoff Conditions*).

**Combination Redemption Payoff** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Commodity** has the meaning set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Commodity Linked Interest Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the price of one or more Commodities.

**Commodity Linked Certificate** means a Commodity Linked Interest Certificate or Commodity Linked Redemption Certificate, as applicable.

**Commodity Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the price of one or more Commodities.

**Commodity Reference Price** has the meaning set out in Chapter 1 (*Commodity Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Conditions** means the Terms and Conditions as completed in the applicable Final Terms.

**Crédit Agricole-CIB** means Crédit Agricole Corporate and Investment Bank.

**Crédit Agricole CIB FG** means Crédit Agricole Corporate and Investment Bank Finance (Guernsey) Limited.

**Crédit Agricole CIB FP** means Crédit Agricole Corporate and Investment Bank Financial Products (Guernsey) Limited.

**Crédit Agricole CIB FS** means Crédit Agricole Corporate and Investment Bank Financial Solutions.

**Credit Event** has the meaning set out in Annex 2 (*Credit Linked Conditions*).

**Credit Linked Certificate** means a Certificate specified as such in the applicable Final Terms.

**Data di Scadenza** means, in respect of Italian Listed Certificates, the Renouncement Notice Cut-off Time, being the time at which such Certificates shall be deemed to expire for the purposes of Borsa Italiana S.p.A.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with General Condition 5 (*Interest*):

- (i) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:
  - (A) in the case of Certificates where the number of days in the Accrual Period is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one (1) calendar year; or
  - (B) in the case of Certificates where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (a) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one (1) calendar year; and
    - (b) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one (1) calendar year;
- (ii) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (iii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (vi) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

- (vii) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30, and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30; or

- (viii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number of the Interest Period, unless such number is 31, in which case D1 will be 30;

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Redemption Date or (ii) such number would be 31 and D2 will be 30.

**Dealer** means Crédit Agricole Corporate and Investment Bank and any additional dealer appointed under the Programme from time to time by any Issuer.

**Definitive Bearer Certificate(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Definitive Certificate(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Definitive Registered Certificate(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Delivery Agent** means the entity specified as such in the applicable Final Terms.

**Dematerialised Certificate(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Designated Maturity** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Determination Date** means each date specified as such in the applicable Final Terms.

**Determination Period** means the period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

**DTC** means the Depositary Trust Company.

**Dual Currency (Interest) Payoff Feature** has the meaning set out in Chapter 11 (*Dual Currency (Interest) Payoff Feature Conditions*) of Annex 6 (*Payoff Feature Conditions*).

**Dual Currency Certificates** means Certificates which specify Dual Currency (Interest) Payoff Feature or Dual Currency (Redemption) Payoff Feature as applicable in the applicable Final Terms.

**Dual Currency (Redemption) Payoff Feature** has the meaning set out in Chapter 3 (*Dual Currency (Redemption) Payoff Feature Conditions*) of Annex 6 (*Payoff Feature Conditions*).

**Early Redemption Amount** has the meaning set out in Annex 7 (*Early Redemption Trigger Conditions*).

**Early Redemption Date** has the meaning set out in the applicable Early Redemption Trigger Condition.

**Early Redemption Payoff Conditions** means the terms and conditions in Annex 7 (*Early Redemption Trigger Conditions*).

**Early Redemption Trigger Event** means any early redemption trigger event set out in any chapter of Annex 7 (*Early Redemption Trigger Conditions*) and specified as applicable in the applicable Final Terms.

**EC Treaty** means the Treaty establishing the European Community, as amended.

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

**EURIBOR** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Euro** means the lawful currency of the member states of the European Union that adopt the single currency in accordance with of the EC Treaty.

**Euroclear** has the meaning set out in General Condition 1.2 (*Title*).

**Expiry Date** has the meaning set out in General Condition 7.7 (*Italian Listed Certificates*).

**Extraordinary Resolution** has the meaning set out in paragraph 19 of Schedule 11 to the Master Certificate Agreement.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Final Redemption Amount** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Final Terms** means the final terms applicable to the relevant Certificates substantially in the form set out in the Base Prospectus.

**Finnish CSD** has the meaning set out in the introductory section of these Terms and Conditions.

**Finnish CSD Rules** has the meaning set out in the introductory section of these Terms and Conditions.

**Finnish Issuing Agent** means the entity specified as such in the applicable Final Terms.

**Finnish Certificates** has the meaning set out in the introductory section of these Terms and Conditions.

**Fitch Ratings** means Fitch Ratings Ltd.

**Fixed Coupon Amount** means each amount specified as such in the applicable Final Terms.

**Fixed Rate Certificate** means a Certificate specified as such in the applicable Final Terms.

**Floating Rate** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Floating Rate Certificate** means a Certificate specified as such in the applicable Final Terms.

**Floating Rate Option** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**FX Linked Interest Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to one or more FX Rates.

**FX Linked Certificate** means a FX Linked Interest Certificate or FX Linked Redemption Certificate, as applicable.

**FX Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to one or more FX Rates.

**FX Rate** has the meaning set out in Chapter 3 (*FX Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**General Conditions** has the meaning set out in the introductory section to these Terms and Conditions.

**Global Certificate(s)** has the meaning set out in the introductory section to these Terms and Conditions.

**Growth Redemption** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Guarantee** has the meaning set out in the introductory section to these Terms and Conditions.

**Guarantor** means Crédit Agricole-CIB.

**Index** has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Index Level** has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Index Linked Interest Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the level of one or more Indices.

**Index Linked Certificate** means an Index Linked Interest Certificate or Index Linked Redemption Certificate, as applicable.

**Index Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the level of one or more Indices.

**Inflation Index** has the meaning set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Inflation Index Level** has the meaning set out in Chapter 4 (*Inflation Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Inflation Linked Interest Certificate** means a Certificate means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the level of one or more Inflation Indices.

**Inflation Linked Certificate** means an Inflation Linked Interest Certificate or Inflation Linked Redemption Certificate, as applicable.

**Inflation Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the level of one or more Inflation Indices.

**Instalment Amount** means, with respect to the redemption of an Instalment Certificate and each Instalment Date, each amount specified as such in the applicable Final Terms.

**Instalment Date** means, with respect to an Instalment Certificate, each date specified as such in the applicable Final Terms.

**Instalment Certificate** means a Certificate specified as such in the applicable Final Terms.

**Instalment Redemption Amount**, with respect to an Instalment Certificate, has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Interest Accrual Period** means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

**Interest Amount** has the meaning set out in General Condition 5.1 (*Interest on Fixed Rate Certificates*) (with respect to Fixed Rate Certificates), 5.2(c) (*Determination of Rate of Interest and calculation of Interest Amounts*) (with respect to Floating Rate Certificates) and 5.3(c) (*Determination of Linked Interest Rate and calculation of Interest Amounts*) (with respect to Linked Interest Certificates).

**Interest Commencement Date** means the date specified as such in the applicable Final Terms.

**Interest Currency** has the meaning set out in the Dual Currency (Interest) Feature.

**Interest Determination Date** means each date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the last day of an Interest Accrual Period or such other date(s), each as specified in the applicable Final Terms.

**Interest Payment Date** means each date specified as such or (in the case of Italian Listed Certificates only) a “Premium Payment Date” in the applicable Final Terms.

**Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

**Interest Period Date** means each date specified as such in the applicable Final Terms or, if “Not Applicable” is specified in the applicable Final Terms, each Interest Payment Date.

**Interest Record Date** means, in respect of Italian Certificates, the date(s) specified as such in the applicable Final Terms, or if such date is not a Business Day, the next following Business Day.

**ISDA Definitions** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**ISDA Determination** means the manner of determining the Rate of Interest per Floating Rate Certificates set out in General Condition 5.2(b)(i).

**ISDA Rate** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Issue Date** means the issue date specified in the applicable Final Terms.

**Issue Price** means the issue price specified in the applicable Final Terms.

**Issuer** means Crédit Agricole-CIB, Crédit Agricole CIB FP, Crédit Agricole CIB FG or Crédit Agricole CIB FS, as specified in the applicable Final Terms.

**Italian Listed Certificates** means a Certificate (which may be an Italian Certificate, or not, specified as such in the applicable Final Terms), listed or intended to be listed on the SeDeX Market.

**Japanese Yen** means the currency of Japan.

**LIBOR** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Linked Interest Certificate** means a Commodity Linked Interest Certificate, an Index Linked Interest Certificate, an Inflation Linked Interest Certificate, an FX Linked Interest Certificate, a Multi-Asset Basket Linked Interest Certificate or a Rate Linked Interest Certificate.

**Linked Interest Rate** has the meaning set out in General Condition 5.3(b) (*Linked Interest Rate*).

**Linked Redemption Certificate** means a Commodity Linked Redemption Certificate, an Index Linked Redemption Certificate, an Inflation Linked Redemption Certificate, an FX Linked Redemption Certificate, a Multi-Asset Basket Linked Redemption Certificate or a Rate Linked Redemption Certificate.

**Luxembourg Business Day** has the meaning set out in General Condition 5.3(d) (*Notification of Linked Interest Rate and Interests Amounts*).

**Manager(s)** means the entity specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Master Certificate Agreement** has the meaning set out in the introductory section of these Terms and Conditions.

**Maximum Rate of Interest** means the rate specified as such in the applicable Final Terms. If the applicable Final Terms specify that Maximum Rate of Interest is Not Applicable, the Maximum Rate of Interest shall be equal to infinity.

**Minimum Rate of Interest** means the rate specified as such in the applicable Final Terms. If the applicable Final Terms specify that Minimum Rate of Interest is Not Applicable, the Minimum Rate of Interest shall be equal to 0.

**Minimum Trading Lot** shall be as specified in the Final Terms.

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

**New Issuer** shall have the meaning given in General Condition 14 (*Substitution of the Relevant Issuer*).

**Moody's** means Moody's Investor Services Ltd.

**Multi-Asset Basket Linked Interest Certificate** means a specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to the price, value or level of two (2) or more types of Underlyings.

**Multi-Asset Basket Linked Certificate** means a Multi-Asset Basket Linked Interest Certificate or Multi-Asset Basket Linked Redemption Certificate, as applicable.

**Multi-Asset Basket Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to the price, value or level of two (2) or more types of Underlyings.

**Norwegian CSD** has the meaning set out in the introductory section of these Terms and Conditions.

**Norwegian CSD Rules** has the meaning set out in the introductory section of these Terms and Conditions.

**Norwegian Issuing Agent** means the entity specified as such in the applicable Final Terms.

**Norwegian Certificates** has the meaning set out in the introductory section of these Terms and Conditions.

**Norwegian Securities Register** has the meaning set out in General Condition 1.2 (*Title*).

**Offer Price** means the price specified as such in the applicable Final Terms.

**Payoff Feature** has the meaning set out in Annex 6 (*Payoff Feature Conditions*).

**Payoff Feature Conditions** means the terms and conditions in Annex 6 (*Payoff Feature Conditions*).

**Payment Business Day** has the meaning set out in General Condition 6.2 (*Payment Business Day*).

**Performance Redemption** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Permanent Global Certificate** has the meaning set out in the introductory section of these Terms and Conditions.

**Physical Settlement Amount** has the meaning set out in Credit Linked Condition 4.1 (*Delivery and payment*).

**Principal Certificate Agent** has the meaning set out in the introductory section of these Terms and Conditions.

**Proceedings** has the meaning set out in General Condition 18 (*Governing Law and Submission to jurisdiction*).

**Programme** means the Programme under which the Issuers may from time to time issue Certificates.

**Proprietary Index** has the meaning set out in Chapter 2 (*Index Linked Asset Conditions*) of Annex 1 (*Asset Conditions*).

**Prospectus Directive** means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 as amended to the extent that such amendments have been implemented in a relevant member state of the European Economic Area)

**QIB** has the meaning set out in the introductory section of these Terms and Conditions.

**QP** has the meaning set out in the introductory section of these Terms and Conditions.



**Rate Linked Interest Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which interest is calculated by reference to one or more Benchmark Rates.

**Rate Linked Certificate** means a Rate Linked Interest Certificate or Rate Linked Redemption Certificate, as applicable.

**Rate Linked Redemption Certificate** means a Certificate specified as such in the applicable Final Terms, in respect of which the Early Redemption Amount, the Instalment Redemption Amount or the Final Redemption Amount, as the case may be, is calculated by reference to one or more Benchmark Rates.

**Rate of Interest** means, as the case may be, the rate of interest on any Fixed Rate Certificate (or, in the case of Italian Listed Certificates only, the “Premium”) or Floating Rate Certificate in each case subject to General Condition 5.5 (*Margin, Minimum Rate of Interest and Maximum Rate of Interest*), as specified in the applicable Final Terms.

**Record Date** has the meaning set out in General Condition 6.1 (*Method of payment*).

**Redemption Currency** has the meaning set out in the Dual Currency (Redemption) Payoff Feature.

**Redemption Date** means the date specified as such in the applicable Final Terms.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Method Conditions** means the terms and conditions in Annex 8 (*Redemption Method Conditions*).

**Redemption Payoff** means the amount determined in accordance with the relevant Standard Payoff Conditions or the relevant Combination Payoff Conditions.

**Reference Banks** means, in the case of a determination of LIBOR, the principal London office of four (4) major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four (4) major banks in the Euro-zone inter-bank market, in each case selected by the Principal Certificate Agent or as specified in the applicable Final Terms.

**Reference Entity** has the meaning set out in Annex 2 (*Credit Linked Conditions*).

**Reference Obligation** has the meaning set out in Annex 2 (*Credit Linked Conditions*).

**Reference Rate** means LIBOR, EURIBOR or such other rate (specified in the ISDA Definitions) specified as such in the applicable Final Terms.

**Registrar** has the meaning set out in the introductory section of these Terms and Conditions.

**Regulation S** means Regulation S under the Securities Act.

**Regulation S Global Certificate(s)** has the meaning set out in the introductory section of these Terms and Conditions.

**Relevant Clearing System** means in respect of Certificates, as appropriate, Euroclear or Clearstream, Luxembourg and/or such other clearing system, as the case may be, through which interests in Certificates are to be held and through an account at which the Certificates are to be cleared, as specified in the applicable Final Terms.

**Relevant Inter-Bank Market** means the London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR or such other inter-bank market specified as such in the applicable Final Terms.

**Relevant Screen Page** means the screen page specified as such in the applicable Final Terms.

**Relevant Screen Page Time** means 11:00 a.m. (London time, in the case of LIBOR, or Brussels time in the case of EURIBOR) or such other time as specified as such in the applicable Final Terms.

**Renouncement Notice** shall have the meaning given in General Condition 7.7 (*Italian Listed Certificates*).

**Renouncement Notice Cut-off Time** shall have the meaning given in General Condition 7.7 (*Italian Listed Certificates*).

**Reset Date** has the meaning set out in General Condition 5.2 (*Interest on Floating Rate Certificates*).

**Rule 144A** means Rule 144A under the Securities Act.

**Rule 144A Global Certificate** has the meaning set out in the introductory section of these Terms and Conditions.

**S&P** means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

**Screen Rate Determination** means the manner of determining the Rate of Interest for Floating Rate Certificates set out in General Condition 5.2(b)(ii) (*Screen Rate Determination for Floating Rate Certificates*).

**Section 3(c)(7)** means Section 3(c)(7) of the 1940 Act.

**Securities Act** means the U.S. Securities Act of 1933, as amended.

**SeDeX Market** means the Electronic Securitised Derivatives Market organised and managed by Borsa Italiana S.p.A.

**Selection Date** has the meaning set out in Annex 7 (*Early Redemption Trigger Conditions*).

**Series** has the meaning set out in the introductory section to these Terms and Conditions.

**Specified Currency** means the currency specified as such in the applicable Final Terms.

**Specified Denomination** means the specified denomination set out in the applicable Final Terms.

**Standard Interest Payoff** means the Linked Interest Rate determined in accordance with the relevant chapter of Part A of the Standard Payoff Conditions.

**Standard Payoff Conditions** means the terms and conditions in Annex 4 (*Standard Payoff Conditions*).

**Standard Redemption** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Standard Redemption Payoff** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one (1) cent.

**Swedish CSD** has the meaning set out in the introductory section to these Terms and Conditions.

**Swedish CSD Rules** has the meaning set out in the introductory section to these Terms and Conditions.

**Swedish Issuing Agent** means the entity specified as such in the applicable Final Terms

**Swedish Certificates** has the meaning set out in the introductory section to these Terms and Conditions.

**TARGET2 System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

**Terms and Conditions** means, with respect to any Certificate, the General Conditions, the applicable Asset Conditions, the Credit Linked Conditions, the Alternative Currency Conditions, the Standard Payoff Conditions,

the Combination Payoff Conditions, the Payoff Feature Conditions, the Early Redemption Trigger Conditions and the Redemption Method Conditions, as applicable.

**Tranche** has the meaning set out in the introductory section to these Terms and Conditions.

**Transfer Agent** means CACEIS Bank Luxembourg and/or any additional or successor transfer agents appointed under the Master Certificate Agreement from time to time.

**Treaty** means the Treaty establishing the European Community, as amended.

**Underlying** means a Commodity, an Index, a Proprietary Index, an FX Rate, an Inflation Index or a Benchmark Rate.

**U.S. person** has the meaning given to it by Regulation S under the Securities Act.

**VPS** means Verdipapirsentralen ASA.

**Zero Coupon Certificate** means a Certificate specified as such in the applicable Final Terms.

## ANNEX 1 – ASSET CONDITIONS

*These chapters of this annex each set out additional terms and conditions for Certificates linked to one or more particular asset classes as specified in the Final Terms*

*The terms and conditions applicable to Linked Interest Certificates or Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following chapters comprise the terms and conditions (the **Asset Conditions**) that shall apply to Certificates if the applicable Final Terms indicate that one or more chapters of the Asset Conditions is applicable. These Asset conditions are subject to completion in accordance with the applicable Final Terms.*

*The Asset Conditions are set out as follows:*

Commodity Linked Asset Conditions	Chapter 1
Index Linked Asset Conditions	Chapter 2
FX Linked Asset Conditions	Chapter 3
Inflation Linked Asset Conditions	Chapter 4
Rate Linked Asset Conditions	Chapter 5
Multi-Asset Basket Linked Asset Conditions	Chapter 6

## Chapter 1: Asset Conditions: Commodity Linked Asset Conditions

*This chapter sets out additional terms and conditions for Certificates that are Commodity Linked Certificates.*

*The following terms and conditions (the **Commodity Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Commodity Linked Interest Certificates or Commodity Linked Redemption Certificates is applicable. These Commodity Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Commodity Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*References in these Commodity Linked Asset Conditions to a Commodity Linked Asset Condition are to a section or clause of these Commodity Linked Asset Conditions.*

### 1 COMMODITY LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Commodity Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Commodity Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount or (iii) the Instalment Redemption Amount (in the case of Commodity Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Market Disruption Event, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Commodity Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

### 2 GENERAL DEFINITIONS RELATING TO COMMODITY LINKED CERTIFICATES

**Affiliate** has the meaning given to it in General Condition 19 (*Definitions*).

**Basket** means a basket containing the Commodities (if any) specified in the applicable Final Terms.

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Commodities** or **Commodity** mean, subject to adjustment in accordance with these Commodity Linked Asset Conditions, the commodity (or commodities) or Futures Contract on a commodity (or commodities) specified in the applicable Final Terms and related expressions shall be construed accordingly and for the avoidance of doubt, each of climatic variables, freight rates and emissions allowances may be a Commodity for the purposes of these Commodity Linked Asset Conditions and specified in the applicable Final Terms.

**Commodity Business Day** means:

- (a) where the Commodity Reference Price is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its scheduled closing time;
- (b) in any other case, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price.

**Commodity Reference Dealers** means that the price for a date will be determined on the basis of quotations provided by Reference Dealers on that date of that day's Specified Price for a unit of the relevant Commodity for delivery on the Delivery Date, if applicable. If four quotations are provided as requested, the price for that date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer, without

regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that date will be the Specified Price provided by the relevant Reference Dealer that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value and lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the date cannot be determined.

**Commodity Reference Price** means, in respect of any Commodity the price specified as such in the applicable Final Terms.

**Correction Cut-Off Date** means the date specified as such in the applicable Final Terms.

**Delivery Date** means, in respect of a Commodity Reference Price, the Nearby Month of expiration of the relevant Futures Contract or the relevant date or month for delivery of the relevant Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (a) if a date is, or a month and year are, specified in the applicable Final Terms, that date or that month and year; and
- (b) if a Nearby Month is specified in the applicable Final Terms, the month of expiration of the relevant Futures Contract.

**Disappearance of Commodity Reference Price** means

- (a) the permanent discontinuation of trading in any relevant Futures Contract on the relevant Exchange;
- (b) the disappearance of, or of trading in, the relevant Commodity; or
- (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or Commodity.

**Disrupted Day** means any day on which a Market Disruption Event occurs.

**Disruption Longstop Date** means, in respect of the occurrence of a Market Disruption Event, the last Commodity Business Day in the sequence of consecutive Commodity Business Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

**Exchange** means, in relation to a Commodity, the exchange or principal trading market for such Commodity specified in the applicable Final Terms or in the Commodity Reference Price.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Futures Contract** means, with respect to a Commodity Reference Price and an Observation Date, a contract for future delivery of a contract size of the Commodity referenced in that Commodity Reference Price, as specified in the applicable Final Terms, provided that:

- (a) if a particular date or month is specified as the Delivery Date in the applicable Final Terms, the relevant Futures Contract will be the Futures Contract providing for delivery on that date or month;
- (b) if First Nearby Month, Second Nearby Month etc. is specified as the Delivery Date in the applicable Final Terms, the relevant Futures Contract will be accordingly the first Futures Contract, the second Futures Contract etc. to expire on or following the relevant Observation Date;

- (c) if the Observation Date falls within the notice period for delivery of a Commodity under such Futures Contract (in accordance with the terms of such Futures Contract), then the relevant Futures Contract will be the Second Nearby Futures Contract.

**Material Change in Content** means the occurrence since the Trade Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract.

**Material Change in Formula** means the occurrence since the Trade Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

**Maximum Days of Disruption** means five (5) Commodity Business Days or such other number of Commodity Business Days as specified in the applicable Final Terms.

**MMBTU** means one million British thermal units.

**Nearby Month**, when preceded by an ordinal adjective, means, in respect of a date, the month of expiration of the Futures Contract identified by that ordinal adjective, so that: (i) **First Nearby Month** means the month of expiration of the first Futures Contract to expire following that date; (ii) **Second Nearby Month** means the month of expiration of the second Futures Contract to expire following that date; and, for example, (iii) **Sixth Nearby Month** means the month of expiration of the sixth Futures Contract to expire following that date.

**Observation Date** means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with these Commodity Linked Asset Conditions.

**Payment Extension Days** means two (2) Commodity Business Days, or such other number of Commodity Business Days as specified in the applicable Final Terms.

**Price Source** means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Relevant Price (or prices from which the Relevant Price is calculated) specified in the applicable Final Terms in respect of the relevant Commodity Reference Price.

**Price Source Disruption** means:

- (a) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price;
- (b) the temporary or permanent discontinuance or unavailability of the Price Source;
- (c) if the Commodity Reference Price is "Commodity Reference Dealers", the failure to obtain at least three quotations as requested from the relevant Reference Dealers; or
- (d) if a Price Materiality Percentage is specified in the applicable Final Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price "Commodity Reference Dealers" by such Price Materiality Percentage.

**Price Materiality Percentage** means the percentage (if any) specified as such in the applicable Final Terms.

**Reference Dealers** means, in respect of a Commodity for which the Commodity Reference Price is "Commodity Reference Dealers", the four dealers specified in the applicable Final Terms or, if dealers are not so specified, four leading dealers in the relevant market selected by the Calculation Agent in its discretion.

**Relevant Price** means, in respect of an Observation Date, the price, expressed as a price per unit of measure of the relevant Commodity, determined with respect to that Observation Date for the specified Commodity Reference Price.

**Scheduled Observation Date** means any original date that, but for the occurrence of a Market Disruption Event, would have been an Observation Date.

**Specified Price** means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source) (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; or (O) the spot price.

**Tax Disruption** means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity or Futures Contract (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day on which the Commodity Reference Price would otherwise be determined from what it would have been without that imposition, change or removal.

**Trade Date** means the date specified as such in the applicable Final Terms.

**Trading Disruption** means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the relevant Commodity on the relevant Exchange or in any additional futures contract, options contract or commodity on any Exchange. For these purposes:

- (a) a suspension of the trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if:
  - (i) all trading in such Futures Contract or Commodity is suspended for the entire Observation Date; or
  - (ii) all trading in such Futures Contract or Commodity is suspended subsequent to the opening of trading on the Observation Date, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such Observation Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Futures Contract or the Commodity may fluctuate and the closing or settlement price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

### 3 PROVISIONS RELATING TO COMMODITY LINKED CERTIFICATES

#### 3.1 Commodity Business Day Adjustment

- (a) If an Observation Date is not a Commodity Business Day with respect to a Commodity Reference Price, then the Observation Date for such Commodity Reference Price shall be postponed to the next day which is a Commodity Business Day with respect to such Commodity Reference Price, subject to provisions below.
- (b) If there is no Commodity Business Day within the period ending on the Maximum Days of Disruption following the date originally stated as the Observation Date, then the last day of such period shall be deemed to be the Observation Date and the Calculation Agent shall determine for such day, in good faith, the fair market value of the Commodity.

#### 3.2 Market Disruption Events



**Market Disruption Event** means, with respect to a Commodity, any of the following events as may be specified in the applicable Final Terms:

- (a) Price Source Disruption;
- (b) Trading Disruption;
- (c) Disappearance of Commodity Reference Price;
- (d) Material Change in Formula;
- (e) Material Change in Content; or
- (f) Tax Disruption.

The occurrence of a Market Disruption Event shall be determined by the Calculation Agent in good faith.

### 3.3 Consequences of Market Disruption Events

- (a) If, in the case of Commodity Linked Certificates relating to a single Commodity, a Market Disruption Event occurs or is continuing with respect to the Commodity Reference Price on an Observation Date, then the price of such Commodity with respect to such Observation Date will be the Commodity Reference Price for the next Commodity Business Day on which there is no Market Disruption Event (the **Commodity Determination Date**), unless each consecutive Commodity Business Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case, either:
  - (i) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the Commodity affected by the Market Disruption Event; or
  - (ii) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).
- (b) If, in the case of Commodity Linked Certificates relating to a Basket of Commodities, a Market Disruption Event occurs or is continuing with respect to one or more Commodity Reference Prices on an Observation Date, then:
  - (i) if “Common Pricing” is specified in the applicable Final Terms to be applicable, no date will be an Observation Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be an Observation Date) are scheduled to be published or announced; or
  - (ii) if “Common Pricing” is specified in the applicable Final Terms to be not applicable, (x) the Observation Date for each Commodity not affected by the occurrence of a Market Disruption Event shall be the Scheduled Observation Date; and (y) the price for each Commodity affected (each an **Affected Commodity**) by the occurrence of a Market Disruption Event shall be the Commodity Determination Date relating to such Affected Commodity, unless each consecutive Commodity Business Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Commodity. In that case, either:
    - (A) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day relating to the relevant Affected Commodity, and

the Calculation Agent shall determine for such day, in good faith, the fair market value of the relevant Affected Commodity; or

- (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, a Observation Date.

### 3.4 Correction to Published Prices

- (a) For purposes of determining or calculating the Relevant Price for any day, if Correction of Commodity Prices is specified in the applicable Final Terms to be applicable and the price published or announced on a given day and used or to be used by the Calculation Agent to determine the Relevant Price in respect of that day is subsequently corrected and the correction (the **Corrected Relevant Price**) is published or announced by the person responsible for that publication or announcement prior to the relevant Correction Cut-Off Date specified in the applicable Final Terms, the Calculation Agent, in its sole discretion, shall determine what, if any, adjustments to make to the Relevant Price for that day, using such corrected price. For the avoidance of doubt, any Corrected Relevant Price published on or after the relevant Correction Cut-Off Date shall be disregarded.
- (b) The Calculation Agent shall notify the relevant Issuer of any such correction, the revised Relevant Price and, if any amount (the **Actual Amount**) has been paid to Certificateholders on the basis of the original Relevant Price, the amount that should have been paid or delivered to the Certificateholders on the basis of the corrected Relevant Price (the **Adjusted Amount**). Upon being notified of the Adjusted Amount, the relevant Issuer may (but shall not be obligated to) take such action as it considers necessary or appropriate to either pay additional amounts (if the Adjusted Amount is greater than the Actual Amount) or recover amounts (if the Adjusted Amount is less than the Actual Amount) from the person to whom the Actual Amounts were paid (including, for the purposes of recoveries by the relevant Issuer, by deducting from each Interest Amount payable on the next following Interest Payment Date (if any) an amount equal to each Certificate's *pro rata* share of an amount equal to the Actual Amount minus the Adjustment Amount, provided that each Interest Amount shall be subject to a minimum of zero). Notwithstanding the foregoing, under no circumstances shall the relevant Issuer be obligated to recover any moneys from any relevant Clearing System. The Calculation Agent shall not be obliged to make any determination under this paragraph (b) and shall have no liability to any person for any determination made or not made under this paragraph (b).
- (c) Notwithstanding the foregoing, where the Calculation Agent, in its sole discretion, determines that the price published or announced on a given day and used or to be used by it to determine the Relevant Price in respect of that day is expected to be subsequently corrected, then the Calculation Agent may, in its sole discretion, delay the determination or calculation of the Relevant Price in respect of such day and instead notify the relevant Issuer of the expected correction. If the Calculation Agent notifies the relevant Issuer of an expected correction to a Relevant Price, the relevant Issuer shall not make any payments until the Calculation Agent determines or calculates the correct Relevant Price and the day on which such payments are due shall be delayed to the same extent as was the determination or calculation of the correct Relevant Price. No additional amounts shall be payable as a result of any such delay.

### 3.5 Additional Disruption Events

(a) Definitions

**Additional Disruption Event** means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

**Change of Law** means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to a Commodity or Futures Contract.

**Hedging Disruption** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity price risk or any other relevant price risk including but not limited to the currency risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, commodity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) 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 relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

(b) Consequences of the occurrence of an Additional Disruption Event

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (i) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

### 3.6 Other Events

Notwithstanding the foregoing provisions of these Commodity Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Commodity Linked Asset Condition 3.6, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

## Chapter 2: Asset Conditions: Index Linked Asset Conditions

*This chapter sets out additional terms and conditions for Certificates that are Index Linked Certificates.*

*The following terms and conditions (the **Index Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Index Linked Interest Certificates or Index Linked Redemption Certificates is applicable. These Index Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Index Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*References in these Index Linked Asset Conditions to an Index Linked Asset Condition are to a section or clause of these Index Linked Asset Conditions.*

### 1 INDEX LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Index Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Index Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount or (iii) the Instalment Redemption Amount (in the case of Index Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Disrupted Day, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Index Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

### 2 GENERAL DEFINITIONS RELATING TO INDEX LINKED CERTIFICATES

**Affiliate** has the meaning set out in General Condition 19 (*Definitions*).

**Basket** means a basket containing the Indices or Proprietary Indices (if any) specified in the applicable Final Terms.

**Component Security** means each and any component security of any Index.

**Disruption Longstop Date** means, in respect of the occurrence of a Disrupted Day, the last Scheduled Trading Day in the sequence of consecutive Scheduled Trading Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

**Exchange** means, in respect of an Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange).

**Exchange Business Day** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Index Level** means in respect of an Index or a Proprietary Index, as the case may be, and a time of day, the level of such Index or Proprietary Index at such time or such day as determined by the Calculation Agent, subject to adjustment from time to time in accordance with these Index Linked Asset Conditions.

**Index Sponsor** means:

- (a) in respect of an Index, the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date of the Certificates is the index sponsor specified for such Index in the applicable Final Terms; or
- (b) in respect of a Proprietary Index, Credit Agricole CIB or any successor index sponsor.

**Indices** and **Index** mean, subject to adjustment in accordance with these Index Linked Asset Conditions, the indices or index specified as such in the applicable Final Terms and related expressions shall be construed accordingly.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Maximum Days of Disruption** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

**Observation Date** means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions of Index Linked Asset Condition 3.1(b) (*Consequences of the occurrence of Disrupted Days*) below shall apply.

**Proprietary Indices** and **Proprietary Index** means any of the Proprietary Indices (as defined in the section “Description of the Proprietary Indices” of the Base Prospectus) as may be specified in the applicable Final Terms.

**Related Exchange** means, in respect of Index Linked Certificates and in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, or each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where “All Exchanges” is specified as the Related Exchange in the applicable Final Terms, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

**Scheduled Closing Time** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in “Valuation Time” below.

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

**Scheduled Trading Day** means:

- (a) in respect of an Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; and
- (b) in respect of a Proprietary Index, any day on, or, as the case may be, in respect of, which the Index Sponsor is scheduled to publish the level of such Proprietary Index.

**Trade Date** means the date specified as such in the applicable Final Terms.

**Valuation Time** means:

- (a) in respect of an Index: (A) for the purposes of determining whether a Market Disruption Event has occurred: (1) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (2) in respect of any options contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (B) in all other circumstances:
  - (i) if “Closing” is specified in the applicable Final Terms to be applicable, the Scheduled Closing Time; or
  - (ii) if “Intraday” is specified in the applicable Final Terms to be applicable, any time from the opening time for the regular trading session for the relevant Exchange or related Exchange to the Scheduled Closing Time for that Exchange or Related Exchange; and
- (b) in the case of a Proprietary Index, the time at which the Index Sponsor calculates and publishes the official closing level of such Proprietary Index.

### 3 PROVISIONS RELATING TO INDEX LINKED CERTIFICATES

#### 3.1 Market Disruption Events, Disrupted Days and Consequences

- (a) Definitions

**Disrupted Day** means:

- (i) in respect of an Index, any Scheduled Trading Day on which: (A) the Exchange or Related Exchange fails to open for trading during its regular trading session; or (B) a Market Disruption Event has occurred; and
- (ii) in respect of a Proprietary Index, any Scheduled Trading Day on which a Market Disruption Event has occurred.

**Early Closure** means, in respect of an Index, the closure on any Exchange Business Day with respect to such Index of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**Exchange Disruption** means, in the case of an Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange.

**Market Disruption Event** means:

- (i) in respect of an Index, the occurrence or existence of (A) a Trading Disruption, (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one

hour period that ends at the relevant Valuation Time, or (C) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a Component Security included in such Index at any time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that Component Security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been an Observation Date; and

- (ii) in respect of a Proprietary Index, the failure by the Index Sponsor to calculate and publish the level of the Proprietary Index on any Scheduled Trading Day or in respect of such Scheduled Trading Day within the scheduled timeframe for publication; and

**Trading Disruption** means, in respect of an Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (A) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange(s) or (B) in futures or options contracts relating to such Index on any relevant Related Exchange.

- (b) Consequences of the occurrence of Disrupted Days

If an Observation Date is a Disrupted Day, then:

- (i) in the case of Index Linked Certificates relating to a single Index or Proprietary Index (as the case may be), the Observation Date shall be the first immediately succeeding Scheduled Trading Day that is not a Disrupted Day (the **Index Determination Date**), unless each consecutive Scheduled Trading Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case, either:
  - (A) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine its good faith estimate of the level of the Index or Proprietary Index (as the case may be), as of the Valuation Time on the Disruption Longstop Date; or
  - (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).
- (ii) in the case of Index Linked Certificates relating to a Basket of Indices or Proprietary Indices (as the case may be), (x) the Observation Date for each Index and Proprietary Index (if any) not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date; and (y) the Observation Date for each Index and Proprietary Index (if any) affected (each an **Affected Index**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to such Affected Index, unless each consecutive Scheduled Trading Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Index. In that case:
  - (A) the Disruption Longstop Date shall be deemed to be the Observation Date for the relevant Affected Index, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine its good faith estimate of the value of the relevant Affected Index as of the Valuation Time on the Disruption Longstop Date; or



- (B) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been, an Observation Date.

### 3.2 Index Adjustments

(a) Successor Index / Sponsor

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

(a) Modification and Cessation of Calculation of an Index

If (i) on or prior to an Observation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an **Index Modification**), or permanently cancels a relevant Index and no Successor Index exists, or (ii) on an Observation Date, the Index Sponsor or (if applicable) the successor index sponsor fails to calculate and announce a relevant Index (an **Index Disruption** and, together with an Index Modification and an Index Cancellation, each an **Index Adjustment Event**), then:

- (i) the Calculation Agent shall determine to substitute the Index with a Substitution Index. A **Substitution Index** means in relation to the Index affected by an Index Adjustment Event and at the discretion of the Calculation Agent, an index whose principal terms are equivalent to those of the affected Index. Principal terms of an index include its strategy, its currency, the periodicity of its calculation and of the publication of its level, the type of its underlying assets, its geographic and economic zone or its rules; or
- (ii) the Calculation Agent shall calculate in a reasonable term after the occurrence of an Index Adjustment Event, the Fair Market Value Redemption Amount of the Certificate and, on the date set for early redemption, the relevant Issuer shall redeem each Certificate at its Fair Market Value Redemption Amount; or
- (iii) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Certificates and, if so, shall calculate the relevant level of the Index, using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Observation Date, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (iv) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the fair market value of a Certificate, taking into account the Index Adjustment Event,

less (in the case of Certificates other than Italian Listed Certificates) the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion (or, in the case of Italian Listed Certificates, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner). Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*); or

- (v) the relevant Issuer may require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Index Adjustment Event less (in the case of Certificates other than Italian Listed Certificates) the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Amount**) as soon as practicable following the occurrence of the Index Adjustment Event (the **Calculated Amount Determination Date**) and on the Redemption Date redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Amount plus interest accrued from and including the Calculated Amount Determination Date to but excluding the Redemption Date at a rate determined by the Calculation Agent in its sole and absolute discretion (or, in the case of Italian Listed Certificates, as determined by the Calculation Agent acting in good faith and a commercially reasonable manner); at such time or (y) if greater, at its nominal amount.

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph (b) above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Certificateholders copies of any such determinations.

### 3.3 Correction of the level of the Index

With the exception of any corrections published after the day which is three (3) Exchange Business Days prior to the due date for any payment under the Certificates calculated by reference to the level of an Index, if the level of the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Certificates, is subsequently corrected and the correction published by the relevant Index Sponsor, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three (3) Exchange Business Days prior to a due date for payment under the Certificates calculated by reference to the level of the Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### 3.4 Additional Disruption Event

- (a) Definitions

**Additional Disruption Event** means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

**Change of Law** means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to an Index.

**Hedging Disruption** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) 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 the relevant Issuer or the Guarantor,

(if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) 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 relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

(b) Consequences of the occurrence of an Additional Disruption Event:

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may take the action, if applicable, described in (i), (ii), (iii), or (iv) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the Conditions to account for the Additional Disruption Event and determine the effective date of such adjustment; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*); or
- (iii) require the Calculation Agent to calculate the fair market value of each Certificate taking into account the Additional Disruption Event less the cost to the relevant Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Additional Disruption Amount**) as soon as practicable following the occurrence of the Additional Disruption Event (the **Calculated Additional Disruption Amount Determination Date**) and on the Redemption Date redeem each Certificate at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Redemption Date at a rate determined by the Calculation Agent in its sole and absolute discretion or (y) if greater, at its nominal amount.
- (iv) require the Calculation Agent to calculate the Fair Market Value Redemption Amount of the Certificate in its sole and absolute discretion and, on the date set for early redemption, the relevant Issuer shall redeem each Certificate at its Fair Market Value Redemption Amount.

For the purposes of this Index Linked Asset Condition 3.4, the **Capitalised Options Values** mean the Options Values capitalized to the EONIA Rate between the Index Determination Date and the third Business Day before the Redemption Date, as calculated by the Calculation Agent.

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

### 3.5 Other Events

Notwithstanding the foregoing provisions of these Index Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Index Linked Asset Condition 3.5 (*Other Events*), the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

### Chapter 3: Asset Conditions: FX Linked Asset Conditions

*This chapter sets out additional terms and conditions for Certificates that are FX Linked Certificates.*

*The following terms and conditions (the **FX Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that FX Linked Interest Certificates or FX Linked Redemption Certificates is applicable. These FX Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these FX Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*References in these FX Linked Asset Conditions to an FX Linked Asset Condition are to a section or clause of these FX Linked Asset Conditions.*

#### 1 FX LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these FX Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of FX Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount, or (iii) the Instalment Redemption Amount (in the case of FX Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Market Disruption Event, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the FX Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

#### 2 GENERAL DEFINITIONS RELATING TO FX LINKED CERTIFICATES

**Affected FX Rate** has the meaning set out in FX Linked Asset Condition 3.2(b) (*Consequences of Market Disruption Events*).

**Affiliate** has the meaning set out in General Condition 19 (*Definitions*).

**Base Currency** means the currency specified as such in the applicable Final Terms in respect of a Reference Currency.

**Basket** means a basket containing the FX Rates (if any) specified in the applicable Final Terms.

**Benchmark Obligation(s)** means the obligation(s) specified as such in the applicable Final Terms in relation to a Reference Currency.

**Benchmark Obligation Default** means, with respect to any Benchmark Obligation, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (a) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation, (b) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation, or (c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation.

**Disrupted Day** means any day on which a Market Disruption Event occurs.

**Disruption Longstop Date** means, in respect of the occurrence of a Market Disruption Event, the last FX Business Day in the sequence of consecutive FX Business Days equal to the Maximum Days of Disruption immediately following the Scheduled Observation Date.

**Dual Exchange Rate** means, in respect of an FX Rate, the currency exchange rate for such FX Rate is split into dual or multiple currency exchange rates.

**Event Currency** means, with respect to an FX Rate, the currency specified as such in the applicable Final Terms or, if such a currency is not specified, the Reference Currency.

**Event Currency Jurisdiction** means, in respect of an Event Currency, the country for which the Event Currency is the lawful currency.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**FX Business Day** means, in respect of an FX Rate, any day on which the relevant FX Price Source would, in the ordinary course, publish or announce the relevant FX Rate.

**FX Determination Date** has the meaning set out in FX Linked Asset Condition 3.2 (*Consequences of Market Disruption Events*).

**FX Rate** or **FX Rates** means, subject to adjustment in accordance with these FX Linked Asset Conditions, in respect of any relevant day or time and a Reference Currency, the exchange rate of one currency for another currency expressed as a number of units of the Reference Currency (or fractional amounts thereof) per unit of the Base Currency which appears on (a) the FX Price Source (if FX Price Source is specified as “Applicable” in the applicable Final Terms) or (b) on any price determined by the Calculation Agent in its sole and absolute discretion (if FX Price Source is specified as “Not Applicable” in the applicable Final Terms), at approximately the applicable Valuation Time on such day.

**FX Price Source** means, in respect of an FX Rate, the price source(s) specified in these FX Linked Asset Conditions or in the applicable Final Terms (as the case may be) in respect of the Base Currency and the Reference Currency for such FX Rate or, if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

**General Inconvertibility** means, in respect of an FX Rate, the occurrence of any event that generally makes it impossible to convert the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction through customary legal channels.

**General Non-Transferability** means, in respect of an FX Rate, the occurrence of any event that generally makes it impossible to deliver (a) the Non-Event Currency from accounts inside the Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction, or (b) the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction.

**Governmental Authority** means, in respect of an FX Rate, any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department 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 the Event Currency Jurisdiction.

**Governmental Authority Default** means, with respect to an FX Rate and any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (a) the failure of timely payment

in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (b) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee, or (c) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for borrowed money or guarantee.

**Illiquidity** means, in respect of an FX Rate, it becomes impossible to obtain a firm quote of such FX Rate for the Minimum Amount (either in one transaction or a commercially reasonable number of transactions that, when taken together, total the Minimum Amount) on the relevant Observation Date (or, if different, the day on which rates for that Observation Date would, in the ordinary course, be published or announced by the relevant price source) or by such other date (the **Illiquidity Valuation Date**) as is specified for such purpose in the applicable Final Terms. If an Illiquidity Valuation Date is specified in the applicable Final Terms and an Illiquidity occurs on such date, then the Illiquidity Valuation Date will be deemed to be the relevant Observation Date for the Certificates.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Material Change in Circumstances** means, in respect of an FX Rate, the occurrence of any event (other than the other events set out in the definition of Market Disruption Event) in the Event Currency Jurisdiction beyond the control of the relevant Issuer which makes it impossible (a) for the relevant Issuer to fulfil its obligations under the Certificates, and (b) generally to fulfil obligations similar to the relevant Issuer’s obligations under the Certificates.

**Maximum Days of Disruption** means five (5) FX Business Days or such other number of FX Business Days as specified in the applicable Final Terms.

**Minimum Amount** means, in respect of an FX Rate, the amount specified as such in the applicable Final Terms or, if such an amount is not specified, (a) for purposes of the definition of Illiquidity, the Reference Currency Notional Amount, and (b) for purposes of the definition of Specific Inconvertibility, the Event Currency equivalent of U.S.\$ 1.00.

**Nationalisation** means, in respect of an FX Rate, any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives the relevant Issuer of all or substantially all of its assets in the Event Currency Jurisdiction.

**Non-Event Currency** means, in respect of an FX Rate, the currency that is not the Event Currency.

**Observation Date** means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with these FX Linked Asset Conditions.

**Payment Extension Day** means two (2) FX Business Days, or such other number of FX Business Days as specified in the applicable Final Terms.

**Price Materiality** means, in respect of an FX Rate, if Price Materiality is specified as “Applicable” in the applicable Final Terms, the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.

**Price Materiality Percentage** means, in respect of an FX Rate, the percentage specified as such in the applicable Final Terms.

**Price Source Disruption** means, in respect of an FX Rate and a relevant date, it becomes impossible to obtain such FX Rate on such date (or, if different, the day on which rates for such relevant date would, in the ordinary course, be published or announced by the relevant price source).

**Primary Rate** means, in respect of each Reference Currency, the FX Rate specified as such in the applicable Final Terms.

**Reference Currency** means each currency specified as such in the applicable Final Terms.

**Reference Currency Notional Amount** means, with respect to a Reference Currency, the quantity of Reference Currency specified as such in the applicable Final Terms.

**Repudiation** means that, in respect of a Certificate, (a) for the purposes of the definition of Benchmark Obligation Default, the relevant Issuer or any party to, as the case may be, the relevant Benchmark Obligation disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Benchmark Obligation in any material respect, and (b) for purposes of the definition of Governmental Authority Default, the relevant Governmental Authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of any security, indebtedness for borrowed money or guarantee of such Governmental Authority in any material respect.

**Scheduled Observation Date** means any original date that, but for the occurrence of a Market Disruption Event, would have been an Observation Date.

**Secondary Rate** means, in respect of each Reference Currency, the FX Rate specified as such in the applicable Final Terms.

**Specific Inconvertibility** means, in respect of an FX Rate, the occurrence of any event that makes it impossible for the relevant Issuer to convert the Minimum Amount of the Event Currency into the Non-Event Currency in the Event Currency Jurisdiction, other than where such impossibility is due solely to the failure by the relevant 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 of the Certificates and it is impossible for the relevant Issuer, due to an event beyond the control of the relevant Issuer, to comply with such law, rule or regulation).

**Specific Non-Transferability** means, in respect of an FX Rate, the occurrence of any event that makes it impossible for the relevant Issuer to deliver (a) the Non-Event Currency from accounts inside the Event Currency Jurisdiction to accounts outside the Event Currency Jurisdiction, or (b) the Event Currency between accounts inside the Event Currency Jurisdiction or to a party that is a non-resident of the Event Currency Jurisdiction, other than where such impossibility is due solely to the failure by the relevant 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 of the Certificates and it is impossible for the relevant Issuer, due to an event beyond the control of the relevant Issuer, to comply with such law, rule or regulation).

**Trade Date** means the date specified as such in the applicable Final Terms.

**Valuation Time** means, with respect to an FX Rate:

- (a) the time specified as such in the applicable Final Terms; or
- (b) if “Closing” is specified in the applicable Final Terms to be applicable, the time specified as such in the applicable Final Terms; or
- (c) if “Intraday” is specified in the applicable Final Terms to be applicable, any time on the relevant Observation Date in Paris or such other financial centre as specified in the applicable Final Terms.



### 3 MARKET DISRUPTION EVENTS RELATING TO FX LINKED CERTIFICATES

#### 3.1 Market Disruption Events

For the purposes of these FX Linked Asset Conditions:

**Market Disruption Event** means in respect of an FX Rate, the occurrence (with respect to the relevant Issuer) of any of (a) Benchmark Obligation Default, (b) Dual Exchange Rate, (c) General Inconvertibility, (d) General Non-Transferability, (e) Governmental Authority Default, (f) Illiquidity, (g) Material Change In Circumstances, (h) Nationalisation, (i) Price Materiality, (j) Price Source Disruption, (k) Specific Inconvertibility, or (l) Specific Non-Transferability.

The occurrence of a Market Disruption Event shall be determined by the Calculation Agent in good faith.

#### 3.2 Consequences of Market Disruption Events

- (a) If, in the case of FX Linked Certificates relating to a single FX Rate, a Market Disruption Event occurs or is continuing with respect to the FX Rate on an Observation Date, then the Calculation Agent shall have the discretion (acting in good faith) to determine the relevant FX Rate in accordance with one of the following methods:
- (i) the rate of such FX Rate with respect to such Observation Date will be the FX Rate for the next FX Business Day on which there is no Market Disruption Event (the **FX Determination Date**), unless each consecutive FX Business Day up to and including the Disruption Longstop Date is a Disrupted Day. In that case the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the FX Rate affected by the Market Disruption Event; or
  - (ii) (the Calculation Agent will determine on the relevant Observation Date the rate for such FX Rate, taking into consideration all available information that in good faith it deems relevant to the then prevailing market practice and acting in good faith.
- (b) If, in the case of FX Linked Certificates relating to a Basket of FX Rates, a Market Disruption Event occurs or is continuing with respect to one or more FX Rates on an Observation Date, then:
- (i) the Observation Date for each FX Rate not affected by the occurrence of a Market Disruption Event shall be the Scheduled Observation Date; and
  - (ii) the Calculation Agent shall have the discretion (acting in good faith) to determine the rate for each FX Rate affected (each an **Affected FX Rate**) by the occurrence of a Market Disruption Event in accordance with one of the following methods:
    - (A) the rate for each Affected FX Rate shall be the FX Determination Date relating to such Affected FX Rate, unless each consecutive FX Business Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected FX Rate. In that case the Disruption Longstop Date shall be deemed to be the Observation Date with respect to the relevant Affected FX Rate, notwithstanding the fact that such day is a Disrupted Day relating to such Affected FX Rate, and the Calculation Agent shall determine for such day, in good faith, the fair market value of such Affected FX Rate; or
    - (B) the Calculation Agent will determine on the relevant Observation Date the rate for such Affected FX Rate, taking into consideration all available information that in good faith it deems relevant to the then prevailing market practice and acting in good faith.

- (c) The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, a an Observation Date. Such notice shall give the details of such Market Disruption Event and the action proposed to be taken by the Calculation Agent in relation to thereto.
- (d) If the Calculation Agent is not able to or does not determine the relevant FX Rate in accordance with FX Linked Asset Condition 3.2(a) or FX Linked Asset Condition 3.2(b) above, as the case may be, the Issuer may, in its sole and absolute discretion, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

#### 4 ADDITIONAL DISRUPTION EVENTS RELATING TO FX LINKED CERTIFICATES

##### 4.1 Additional Disruption Events

**Additional Disruption Event** means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

**Change of Law** means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to an FX Rate.

**Hedging Disruption** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the foreign exchange risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the foreign exchange risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) 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 relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

##### 4.2 Consequences of the occurrence of an Additional Disruption Event:

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (a) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (b) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

## 5 OTHER EVENTS RELATING TO FX LINKED CERTIFICATES

Notwithstanding the foregoing provisions of these FX Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this FX Linked Asset Condition 5 (*Other Events Relating to FX Linked Certificates*), the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

## 6 CURRENCY-SPECIFIC EVENTS RELATING TO FX LINKED CERTIFICATES

### 6.1 BRL Rate

If “BRL Rate” is specified as in the applicable Final Terms as an FX Rate, BRL Rate shall have the meaning set out below and, for the avoidance of doubt, Price Source Disruption shall not apply to such FX Rate.

**BRL Rate** means, in respect of a BRL Valuation Date, the BRL/JPY exchange rate, expressed as a number of units (or fractional amounts) of JPY (the Reference Currency) per one (1) unit of BRL (the Base Currency):

- (a) determined by the Calculation Agent on the relevant BRL Valuation Date as the inverse number (expressed as a number of units (or fractional amounts) of JPY (the Reference Currency) per one (1) unit of BRL (the Base Currency) and being rounded to the nearest two decimal places (with 0.005 being rounded up)) by reference to the ask side of the applicable BRL-PTAX Rate; or
- (b) in the event that the BRL-PTAX Rate is not available on the relevant BRL Valuation Date, determined by the Calculation Agent on the relevant BRL Valuation Date as a cross-currency foreign exchange rate derived by dividing the USD/JPY Reference Rate by the applicable EMTA BRL Industry Survey Rate (if both such rates are available), provided that such number shall be rounded to the nearest two decimal places (with 0.005 being rounded up); or
- (c) in the event that both (i) the BRL-PTAX Rate and (ii) either of the EMTA BRL Industry Survey Rate or the USD/JPY Reference Rate are not available on the relevant BRL Valuation Date, determined by the

Calculation Agent on the relevant BRL Valuation Date in good faith, having taken into account relevant market practice.

where:

**BRL** means Brazilian Real, the lawful currency of the Federative Republic of Brazil.

**BRL-PTAX Rate** means, in respect of a BRL Valuation Date, the JPY/BRL commercial rate, expressed as a number of units (or fractional amounts) of BRL (the Reference Currency) per one (1) unit of JPY (the Base Currency), reported by the *Banco Central do Brasil* on the SISBACEN Data System under transaction code PTAX-800 (“*Consulta de Câmbio*” or “Exchange Rate Inquiry”), Option 5 (“*Cotacões para Contabilidade*”, or “Rates for Accounting Purposes”) by approximately 1:15 p.m., São Paulo time, on such BRL Valuation Date, and which appears on Bloomberg Screen <BZFXJPY index> page (or any successor page for the purposes of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion); provided that the BRL PTAX Rate found on the *Banco Central do Brasil* website shall prevail in case of conflict with the BRL PTAX Rate appearing on Bloomberg Screen <BZFXJPY index> page (or any successor page for the purposes of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion).

**BRL Valuation Date** means:

- (a) in respect of any amount of interest on the Certificates, a Fixed Coupon Amount or a Broken Amount, the day that is five (5) Tokyo, London, New York City and São Paulo Business Days prior to the relevant Interest Payment Date or, as the case may be, the relevant date fixed for payment; and
- (b) in respect of the Final Redemption Amount, an Early Redemption Amount or an Instalment Redemption Amount:
  - (i) relating to a day (other than the Redemption Date) fixed for the redemption of the Certificates, five (5) Tokyo, London, New York City and São Paulo Business Days prior to such day; and
  - (ii) relating to the Redemption Date, the day that is five (5) Tokyo, London, New York City and São Paulo Business Days prior to the Redemption Date.

**EMTA** means Emerging Markets Traders Association.

**EMTA BRL Industry Survey Methodology** means a methodology, dated as of 1st March 2004, as amended from time to time, for a centralised industry-wide survey of financial institutions in Brazil that are active participants in the BRL/USD spot markets for the purposes of determining the EMTA BRL Industry Survey Rate.

**EMTA BRL Industry Survey Rate** means the USD/BRL foreign exchange rate for USD expressed as a number of BRL (the Reference Currency) per one (1) USD (the Base Currency), for settlement two (2) São Paulo and New York City Business Days after the BRL Valuation Date. EMTA BRL Industry Survey Rate is calculated by EMTA (or a service provider EMTA may in its sole discretion select) pursuant to the EMTA BRL Industry Survey Methodology and published on EMTA’s website ([www.emta.org](http://www.emta.org)) at approximately 3:45 p.m., São Paulo time, or as soon thereafter as practicable on such BRL Valuation Date.

**São Paulo and New York City Business Days** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in São Paulo and New York City.

**USD/JPY Reference Rate** means the bid rate of USD/JPY foreign exchange rate, expressed as a number of units (or fractional amounts) of JPY per one unit of USD, published on the Reuters Screen “JPNW” page (or its successor page for the purpose of displaying such rate, as determined by the Calculation Agent in its sole and absolute discretion) as of 4:00 p.m., New York City time, on the applicable BRL Valuation Date. If the USD/JPY

Reference Rate is not available on the applicable BRL Valuation Date, the Calculation Agent will determine such rate on the relevant BRL Valuation Date in good faith, having taken into account relevant market practice.

## 6.2 JPY Price Source Disruption

### (a) Definitions

**JPY Fallback Page 1** means, with respect to a JPY Rate, the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Fallback Page 1.

**JPY Fallback Page 2** means, with respect to a JPY Rate, the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Fallback Page 2.

**JPY Price Source Disruption** means, with respect to the JPY Rate and any Observation Date:

- (i) the JPY FX Rate is not displayed on the Reuters Screen (or any successor page determined by the Calculation Agent in its sole and absolute discretion) specified in the applicable Final Terms as the JPY Relevant Page (the **JPY Relevant Page**) at the Valuation Time, or
- (ii) the JPY Relevant Page is not available at the Valuation Time.

**JPY Rate** means an FX Rate in respect of which the Reference Currency is JPY and the Base Currency is USD or such other currency specified as such in the applicable Final Terms.

### (b) JPY Price Source Disruption

If “JPY Price Source Disruption” is specified in the applicable Final Terms as being applicable:

- (i) Price Source Disruption shall not apply to the relevant JPY Rate; and
- (ii) if a JPY Price Source Disruption occurs on an Observation Date, then the JPY Rate shall be determined by the Calculation Agent by reference to the Base Currency/JPY mid rate (expressed as a number of units (or fractional amounts) of JPY per one unit of Base Currency) which appears on the JPY Fallback Page 1 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) at 3:00 p.m., Tokyo time, on the such Observation Date. If no such quotation appears or is available on the JPY Fallback Page 1 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) on the such Observation Date, the JPY Rate shall be determined by the Calculation Agent by reference to the Base Currency/JPY mid rate (expressed as a number of units (or fractional amounts) of JPY per one unit of Base Currency) which appears on the JPY Fallback Page 2 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) at 3:00 p.m., Tokyo time, on the such Observation Date. If no such quotation appears or is available on the JPY Fallback Page 2 (or any successor page determined by the Calculation Agent in its sole and absolute discretion) on the such Observation Date, the JPY Rate shall be determined by the Calculation Agent as follows:
  - (A) the Calculation Agent will request five (5) leading reference banks (selected by the Calculation Agent at its discretion) in the Tokyo interbank market for their mid quotations of the Base Currency/JPY spot exchange rate at approximately 3:00 p.m., Tokyo time, on the such Observation Date;
  - (B) the highest and lowest of such quotations will be disregarded and the arithmetic mean of the remaining quotation will be deemed to be the JPY Rate;

- (C) if only four (4) quotations are so provided, then the JPY Rate will be the arithmetic mean of such quotations disregarding to the highest and the lowest values quoted;
- (D) if fewer than four (4) quotations but at least two (2) quotations can be obtained, the JPY Rate will be the arithmetic mean of the quotations actually obtained by the Calculation Agent; and
- (E) if only one (1) quotation is available on such Observation Date, the Calculation Agent may determine that such quotation shall be JPY Rate.

If (i) no such quotation is available on such Observation Date, or (ii) the Calculation Agent elects, in its sole and absolute discretion, to disregard the quotation referred to in FX Linked Condition 6.2(b)(ii)(E) or (iii) if the Calculation Agent determines in its sole and absolute discretion that no suitable reference bank which is prepared to quote is available on such Observation Date, the Calculation Agent will determine the JPY Rate in its sole and absolute discretion on such Observation Date.

Upon the occurrence of a JPY Price Source Disruption, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with Condition 11 (*Notices*) stating the occurrence of the JPY Price Source Disruption giving details thereof and the relevant JPY Rate as determined by the Calculation Agent.

## 7 CORRECTIONS TO PUBLISHED AND DISPLAYED RATES

For purposes of determining an FX Rate for any Observation Date:

- (i) In any case where an FX Rate is based on information obtained from the Reuters Monitor Money Rates Service, or any other financial information service, such FX Rate 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, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction.
- (ii) Notwithstanding paragraph (i) above, in any case where an FX Rate is based on information published or announced by any Governmental Authority in a relevant country, such FX Rate will be subject to the corrections, if any, to that information subsequently published or announced by that source within five (5) calendar days of the date on which such information is published or announced, unless the Calculation Agent determines in its sole and absolute discretion that it is not practicable to take into account such correction, including, but not limited to, in relation to any calculations or determinations connected with the settlement of any Certificates.

In the event that the Calculation Agent identifies any correction referred to in paragraph (i) or (ii) above (and in the case of a correction in respect of an FX Rate published or announced as set out in paragraph (ii) above, within five (5) calendar days of such correction), if applicable, the Calculation Agent shall notify the relevant Issuer of any such correction, the revised FX Rate and, if any amount (the **Actual Amount**) has been paid to Certificateholders on the basis of the original FX Rate, the amount that should have been paid or delivered to the Certificateholders on the basis of the corrected FX Rate (the **Adjusted Amount**). Upon being notified of the Adjusted Amount, the relevant Issuer may (but shall not be obliged to) take such action as it considers necessary or appropriate to either pay additional amounts (if the Adjusted Amount is greater than the Actual Amount) or recover amounts (if the Adjusted Amount is less than the Actual Amount) from the person to whom the Actual Amounts were paid (including, for the purposes of recoveries by the relevant Issuer, by deducting from each Interest Amount payable on the next following Interest Payment Date (if any) an amount equal to each Certificate's *pro rata* share of an amount equal to the Actual Amount minus the Adjustment Amount, provided that each Interest Amount shall be subject to a minimum of zero). Notwithstanding the foregoing, under no circumstances shall the Relevant Issuer be obliged to recover any moneys from any relevant Clearing System. The Calculation Agent shall not be obliged to

make any determination under this FX Linked Asset Condition 7 and shall have no liability to any person for any determination made or not made under this FX Linked Asset Condition 7.

## 8 SUCCESSOR CURRENCY

Where the applicable Final Terms specify that “Successor Currency” is applicable in respect of an FX Rate, then:

- (i) the Reference Currency and Base Currency in respect of such FX Rate will be deemed to include any lawful successor currency to such Reference Currency or Base Currency, as the case may be (the **Successor Currency**);
- (ii) if the Calculation Agent determines that, on or after the Issue Date but on or before any relevant date on which an amount may be payable under the Certificates, a country has lawfully eliminated, converted, redenominated or exchanged its currency in effect on the Issue Date which is the Reference Currency or Base Currency of an FX Rate, as the case may be (the **Original Currency**) for a Successor Currency, then, for the purposes of calculating any amounts of the Original Currency or effecting settlement thereof, any Original Currency amounts will be converted to the Successor Currency by multiplying the amount of Original Currency by a ratio of Successor Currency to Original Currency, which ratio will be calculated on the basis of the exchange rate set forth by the relevant country of the Original Currency for converting the Original Currency into the Successor Currency on the date on which the elimination, conversion, redenomination or exchange took place, as determined by the Calculation Agent. If there is more than one such date, the date closest to such relevant date will be selected (or such other date as may be selected by the Calculation Agent in its sole and absolute discretion);
- (iii) notwithstanding paragraph (ii) above but subject to paragraph (iv) below, the Calculation Agent may (to the extent permitted by the applicable law), in its sole and absolute discretion, select such other exchange rate or other basis for the conversion of an amount of the Original Currency to the Successor Currency and will make such adjustment(s) that it determines to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms in respect of the Certificates to account for such elimination, conversion, redenomination or exchange of the Reference Currency or Base Currency, as the case may be; and
- (iv) notwithstanding the foregoing provisions, with respect to any Reference Currency or Base Currency that is substituted or replaced by the Euro, the consequences of such substitution or replacement will be determined in accordance with applicable law.

## Chapter 4: Asset Conditions: Inflation Linked Asset Conditions

*This chapter sets out additional terms and conditions for Certificates that are Inflation Linked Certificates.*

*The following terms and conditions (the **Inflation Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Inflation Linked Interest Certificates or Inflation Linked Redemption Certificates is applicable. These Inflation Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Inflation Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*References in these Inflation Linked Asset Conditions to an Inflation Linked Asset Condition are to a section or clause of these Inflation Linked Asset Conditions.*

### 1 GENERAL DEFINITIONS RELATING TO INFLATION LINKED CERTIFICATES

**Basket** means a basket containing the Inflation Indices (if any) specified in the applicable Final Terms.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Fallback Bond** means, in respect of an Inflation Index, a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation such Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to such Inflation Index, with a maturity date which falls on (a) the same day as the Redemption Date, (b) the next longest maturity after the Redemption Date if there is no such bond maturing on the Redemption Date, or (c) the next shortest maturity before the End Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If such Inflation Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

**Inflation Indices or Inflation Index** means, subject to adjustment in accordance with these Inflation Linked Asset Conditions, the inflation indices or inflation index specified in the applicable Final Terms and related expressions shall be construed accordingly.

**Inflation Index Level** means, in respect of an Inflation Index, the level determined for the relevant Reference Month.

**Inflation Index Sponsor** means the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index which as of the Issue Date of the Certificates is the inflation index sponsor specified for such Inflation Index in the applicable Final Terms.

**Payment Date** means any date on which a payment is due and payable pursuant to the terms of the Certificates.

**Reference Month** means each month specified as such in the applicable Final Terms or, if none, the calendar month for which the level of the Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month is the period for which the Inflation Index level was reported. References elsewhere in the



Conditions to an “**Observation Date**” shall, for the purposes of Inflation Linked Certificates, be construed as references to a “Reference Month”.

**Related Bond** means, in respect of an Inflation Index, the bond specified as such in the applicable Final Terms or, if Related Bond is specified in the applicable Final Terms to be not applicable, the Fallback Bond shall be deemed to be the Related Bond. If a bond is specified to be the Related Bond in the applicable Final Terms and such bond redeems or matures during the term of the Certificates, the Fallback Bond shall be deemed to be the Related Bond.

## 2 PROVISIONS RELATING TO INFLATION LINKED CERTIFICATES

### 2.1 Delay of Publication

If the level of the Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Certificates (a **Relevant Level**) is not published or announced by the day that is five Business Days prior to the next following Payment Date under the Certificates, the Calculation Agent will determine a **Substitute Inflation Index Level** (in place of such Relevant Level) by using the following methodology:

- (a) if applicable, the relevant Issuer shall take the same action to determine the Substitute Inflation Index Level for such Payment Date as that taken by the relevant calculation agent pursuant to the terms and conditions of the Related Bond; and
- (b) if (a) above does not result in a Substitute Inflation Index Level for such Payment Date for any reason, then the Calculation Agent shall determine the Substitute Inflation Index Level as follows:

$$\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

where:

**Base Level** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined;

**Latest Level** means the latest level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being calculated; and

**Reference Level** means the level of the Inflation Index (excluding any "flash" estimates) published or announced by the Inflation Index Sponsor prior to the month that is 12 calendar months prior to the month referred to in "Latest Level" above.

If a Relevant Level is published or announced at any time after the day that is five Business Days prior to the next following Payment Date under the Certificates, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Linked Asset Condition 2.1 will be the definitive level for that Reference Month.

### 2.2 Cessation of Publication

If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index, then the Calculation Agent will determine a **Successor Inflation Index** (in lieu of any previously applicable index) for the purposes of the Certificates by using the following methodology:

- (a) if at any time, a successor index has been designated by the relevant calculation agent pursuant to the terms and conditions of the Related Bond, such successor index shall be designated a Successor Inflation Index for the purposes of all subsequent Payment Dates in relation to the Certificates, notwithstanding that

any other Successor Inflation Index may previously have been determined under paragraph (b), (c) or (d) below;

- (b) if a Successor Inflation Index has not been determined under paragraph (a) above, and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Inflation Index Sponsor, and the Calculation Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable index, such replacement index shall be the Inflation Index for purposes of the Certificates from the date that such replacement index comes into effect;
- (c) if a Successor Inflation Index has not been determined under paragraph (a) or (b) above (and there has been no designation of a date for the early redemption of the Certificates by the relevant Issuer pursuant to paragraph (e) below), the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Inflation Index should be. If at least four responses are received, and of those responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index". If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Inflation Index". If fewer than three responses are received, the Calculation Agent will proceed to paragraph (d) hereof;
- (d) if no Successor Inflation Index has been determined under paragraphs (a), (b) and (c) above by the fifth Business Day prior to the next following Payment Date under the Certificates, the relevant Issuer will determine an appropriate alternative index for such date, acting in good faith, and such index will be deemed the "Successor Inflation Index"; or
- (e) if the Calculation Agent determines that there is no appropriate alternative index, the relevant Issuer may, by giving notice to Certificateholders in accordance with General Condition 11 (*Notices*) redeem the Certificates in whole but not in part, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

### 2.3 Rebasing of the Inflation Index

If the Calculation Agent determines that the Inflation Index has been or will be rebased at any time, the Inflation Index so rebased (the **Rebased Inflation Index**) will be used for purposes of determining the level of the Inflation Index from the date of such rebasing, provided however that the Calculation Agent shall make such adjustments as are made by the relevant calculation agent pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. If there is no Related Bond, the Calculation Agent shall make adjustments to the levels of the Rebased Inflation Index so that the Rebased Inflation Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Certificates.

### 2.4 Material Modification

If, on or prior to the day that is five Business Days prior to the next following Payment Date under the Certificates, the Inflation Index Sponsor announces that it will make a material change to the Inflation Index, then the Calculation Agent shall make any such adjustments to the Certificates necessary for the modified Inflation Index to continue as the Inflation Index.

## 2.5 Manifest Error in Publication

If, within the earlier of (i) 30 days of publication, and (ii) the day that is five Business Days prior to the next following Payment Date under the Certificates, the Calculation Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Calculation Agent will notify the relevant Issuer and the Certificateholders in accordance with General Condition 11 (*Notices*) of (i) that correction; (ii) any amount that may be payable as a result of that correction, and (iii) take such other action as it may deem necessary to give effect to such correction.

## 2.6 Other Events

Notwithstanding the foregoing provisions of these Inflation Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Inflation Linked Asset Condition 2.6, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

## Chapter 5: Asset Conditions: Rate Linked Asset Conditions

*This chapter sets out additional Terms and Conditions for Certificates that are Rate Linked Certificates.*

*The following terms and conditions (the **Rate Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Rate Linked Interest Certificates or Rate Linked Redemption Certificates is applicable. These Rate Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Rate Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*References in these Rate Linked Asset Conditions to a Rate Linked Asset Condition are to a section or clause of these Rate Linked Asset Conditions.*

### 1 PROVISIONS RELATING TO RATE LINKED CERTIFICATES

Each Benchmark Rate Level shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified to apply the applicable Final Terms.

#### 1.1 ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any Observation Date, such Benchmark Rate shall be a rate determined by the Calculation Agent as a rate equal to the ISDA Rate. For the purposes of this Rate Linked Asset Condition 1.1, **ISDA Rate** means a rate equal to the Floating Rate that would be determined by the Principal Certificate Agent under an interest rate swap transaction if the Principal Certificate Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the applicable Final Terms;
- (b) the Designated Maturity is a period specified in the applicable Final Terms; and
- (c) the relevant Reset Date is as specified in the applicable Final Terms, which may if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), be the first day of that Interest Period.

For the purposes of this Rate Linked Asset Condition 1.1, **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

#### 1.2 Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any date of determination, such Benchmark Rate shall, subject as provided below, be either:

- (a) the offered quotation; or
- (b) the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations,

(expressed as a percentage rate per annum) for the Benchmark Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Screen Page Time on the relevant date in question as determined

by the Principal Certificate Agent. If five (5) 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 Principal Certificate Agent for the purpose of determining the arithmetic mean (rounded as provided in General Condition 5.6 (*Rounding*)) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of Rate Linked Asset Condition 1.2(a) (*Screen Rate Determination*), no offered quotation appears or, in the case of Rate Linked Asset Conditions 1.2(b) (*Screen Rate Determination*), fewer than three (3) offered quotations appear, in each case at the Relevant Screen Page Time, the Principal Certificate Agent shall request each of the Reference Banks to provide the Principal Certificate Agent with its offered quotation (expressed as a percentage rate per annum) for the Benchmark Rate at the Relevant Screen Page Time on the relevant date in question. If two or more of the Reference Banks provide the Principal Certificate Agent with offered quotations, the Benchmark Rate Level for the relevant date shall be the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the offered quotations, as determined by the Principal Certificate Agent.

If on any Observation Date one only or none of the Reference Banks provides the Principal Certificate Agent with an offered quotation as provided in the preceding paragraph, the Benchmark Rate Level for the relevant date shall be the rate per annum which the Principal Certificate Agent determines as being the arithmetic mean (rounded if necessary in accordance with General Condition 5.6 (*Rounding*)) of the rates, as communicated to (and at the request of) the Principal Certificate Agent by the Reference Banks or any two (2) or more of them, at which such banks were offered, at the Relevant Screen Page Time on the relevant date of determination, deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate by leading banks in the Relevant Inter-Bank Market or, if fewer than two (2) of the Reference Banks provide the Principal Certificate Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, or the arithmetic mean (rounded in accordance with General Condition 5.6 (*Rounding*)) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, at which, at the Relevant Screen Page Time on the relevant date, any one or more banks (which bank or banks is or are in the opinion of the relevant Issuer suitable for the purpose) informs the Principal Certificate Agent it is quoting to leading banks in the Relevant Inter-Bank Market, provided that, if the Benchmark Rate Level cannot be determined on the relevant Observation Date in accordance with the foregoing provisions of this Rate Linked Asset Condition 1, the Benchmark Rate Level shall be determined on the relevant Observation Date as at the last preceding date of determination.

## 2 OTHER EVENTS

Notwithstanding the foregoing provisions of these Rate Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Rate Linked Asset Condition 2, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

### 3 GENERAL DEFINITIONS RELATING TO RATE LINKED CERTIFICATES

**Basket** means a basket containing the Benchmark Rates (if any) specified in the applicable Final Terms.

**Benchmark Rates and Benchmark Rate** means each of the rates or the rate specified as such in the applicable Final Terms.

**Benchmark Rate Level** means, in respect of a Benchmark Rate and any date of determination, the rate determined for such Benchmark Rate in accordance with these Rate Linked Asset Conditions in respect of such date of determination.

**ISDA Definitions** means the 2006 ISDA Definitions, as amended and supplemented and published by the International Swaps and Derivatives Association, Inc.

**Observation Date** means each date specified as an Observation Date in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions.

**Reference Banks** means, in the case of a determination of LIBOR, the principal London office of four (4) major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four (4) major banks in the Euro-zone inter-bank market, in each case selected by the Principal Certificate Agent or as specified in the applicable Final Terms.

**Relevant Inter-Bank Market** means the London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR or such other inter-bank market specified as such in the applicable Final Terms.

**Relevant Screen Page** means the screen page specified as such in the applicable Final Terms.

**Relevant Screen Page Time** means 11:00 a.m. (London time, in the case of LIBOR, or Brussels time in the case of EURIBOR) or such other time specified as such in the applicable Final Terms.

**Specified Currency** means the currency specified as such in the applicable Final Terms.

## Chapter 6: Asset Conditions: Multi-Asset Basket Linked Asset Conditions

*This chapter sets out additional Terms and Conditions for Certificates that are Multi-Asset Basket Linked Certificates.*

*The following terms and conditions (the **Multi-Asset Basket Linked Asset Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Multi-Asset Basket Linked Interest Certificates or Multi-Asset Basket Linked Redemption Certificates is applicable. These Multi-Asset Basket Linked Asset Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Multi-Asset Basket Linked Asset Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*Unless otherwise specified, references in these Multi-Asset Basket Linked Asset Conditions to a Multi-Asset Basket Linked Asset Condition are to a section or clause of these Multi-Asset Basket Linked Asset Conditions.*

### 1 MULTI-ASSET BASKET LINKED CERTIFICATES

Unless the Certificates are redeemed early in accordance with these Multi-Asset Basket Linked Asset Conditions, if the determination of (a) the Interest Amount (in the case of Multi-Asset Basket Linked Interest Certificates); or (b) (i) the Final Redemption Amount; (ii) the Early Redemption Amount, or (iii) the Instalment Redemption Amount (in the case of Multi-Asset Basket Linked Redemption Certificates), as the case may be, is postponed as a result of the occurrence of a Disrupted Day, then payment of any such amount (the **Affected Amount**) shall be postponed to the date which is the number of Payment Extension Days following the earlier to occur of (x) the Multi-Asset Basket Determination Date; or (y) the Disruption Longstop Date, and such Affected Amount shall be paid without any interest or other sum payable in respect of the postponement of the payment of the Affected Amount.

### 2 GENERAL DEFINITIONS RELATING TO MULTI-ASSET BASKET LINKED CERTIFICATES

**Commodity Business Day** has the meaning set out in Commodity Linked Asset Condition 2 (*General Definitions Relating to Commodity Linked Certificates*).

**Disrupted Day** means:

- (a) in respect of a Multi-Asset Basket Component which is a Commodity, a day on which a Market Disruption Event (as such term is defined in Commodity Linked Asset Condition 3.2 (*Market Disruption Events*)) occurs;
- (b) in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index, a Disrupted Day (as such term is defined in Index Linked Asset Condition 3.1(a)); and
- (c) in respect of a Multi-Asset Basket Component which is an FX Rate, a day on which a Market Disruption Event (as such term is defined in FX Linked Asset Condition 2 (*General Definitions Relating to FX Linked Certificates*)) occurs.

**Disruption Longstop Date** means, in respect of the occurrence of a Disrupted Day, the last:

- (a) Commodity Business Day in the sequence of consecutive Commodity Business Days (in the case of a Multi-Asset Basket Component which is a Commodity);
- (b) Scheduled Trading Day in the sequence of consecutive Scheduled Trading Days (in the case of a Multi-Asset Basket Component which is an Index or a Proprietary Index); or
- (c) FX Business Day in the sequence of consecutive FX Business Days (in the case of a Multi-Asset Basket Component which is an FX Rate),

equal to the Maximum Days of Disruption in respect of such Multi-Asset Basket Component immediately following the Scheduled Observation Date.

**Fair Market Value Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**FX Business Day** has the meaning set out in FX Linked Asset Condition 2 (*General Definitions Relating to FX Linked Certificates*).

**Market Disruption Event** has the meaning set out in:

- (a) Commodity Linked Asset Condition 3.2 (*Market Disruption Events*), in respect of a Multi-Asset Basket Component which is a Commodity;
- (b) Index Linked Asset Condition 3.1(a), in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index; and
- (c) FX Linked Asset Condition 3.1 (*Market Disruption Events*), in respect of a Multi-Asset Basket Component which is an FX Rate.

**Maximum Days of Disruption** means eight (8):

- (a) Commodity Business Days (in the case of a Multi-Asset Basket Component which is a Commodity);
- (b) Scheduled Trading Days (in the case of a Multi-Asset Basket Component which is an Index or a Proprietary Index); or
- (c) FX Business Days (in the case of a Multi-Asset Basket Component which is an FX Rate),

as the case may be.

**Multi-Asset Basket** means a basket comprising two or more Multi-Asset Basket Component Types.

**Multi-Asset Basket Component** means, in respect of a Multi-Asset Basket, each Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate which is specified in the applicable Final Terms comprising such Multi-Asset Basket.

**Multi-Asset Basket Component Type** means a Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate.

**Multi-Asset Basket Determination Date** has the meaning set out in Multi-Asset Basket Condition 3.2 (*Consequences of the occurrence of Disrupted Days*).

**Non-Disrupted Day** means:

- (a) in respect of a Multi-Asset Basket Component which is a Commodity, a Commodity Business Day which is not a Disrupted Day;
- (b) in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index, a Scheduled Trading Day which is not a Disrupted Day; and
- (c) in respect of a Multi-Asset Basket Component which is an FX Rate, an FX Business Day which is not a Disrupted Day.

**Observation Date** means each date specified as such in the applicable Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions, in either case, subject to adjustment in accordance with:



- (a) Commodity Linked Asset Condition 3 (*Provisions Relating to Commodity Linked Certificates*), in respect of a Multi-Asset Basket Component which is a Commodity;
- (b) Index Linked Asset Condition 3.1(b) (*Consequences of the occurrence of Disrupted Days*), in respect of a Multi-Asset Basket Component which is an Index or a Proprietary Index; or
- (c) FX Linked Asset Condition 3.2 (*Consequences of Market Disruption Events*), in respect of a Multi-Asset Basket Component which is an FX Rate.

**Scheduled Observation Date** means any original date that, but for the occurrence of a Disrupted Day, would have been an Observation Date.

**Scheduled Trading Day** has the meaning set out in Index Linked Asset Condition 2 (*General Definitions Relating to Index Linked Certificates*).

**Trade Date** has the meaning set out in General Condition 19 (*Definitions*).

### 3 PROVISIONS RELATING TO MULTI-ASSET BASKET LINKED CERTIFICATES

#### 3.1 Multi-Asset Basket Component Specific Provisions

In respect of each Multi-Asset Basket Component which is:

- (a) a Commodity, the provisions of Commodity Linked Asset Condition 3.1 (*Commodity Business Day Adjustment*) and Commodity Linked Asset Condition 3.4 (*Correction to Published Prices*) shall apply to such Multi-Asset Basket Component;
- (b) an Index, the provisions of Index Linked Asset Condition 3.2 (*Index Adjustment*) and Index Linked Asset Condition 3.3 (*Correction of the level of the Index*) shall apply to such Multi-Asset Basket Component;
- (c) an FX Rate, the provisions of FX Linked Asset Condition 6 (*Currency-specific events relating to FX Linked Certificates*), FX Linked Asset Condition 7 (*Corrections to Published and Displayed Rates*) and FX Linked Asset Condition 8 (*Successor Currency*) shall apply to such Multi-Asset Basket Component;
- (d) a Benchmark Rate, the provisions of Rate Linked Asset Condition 1 (*Provisions Relating to Rate Linked Certificates*) shall apply to such Multi-Asset Basket Component;
- (e) an Inflation Index, the provisions of Inflation Linked Asset Conditions 2.1 (*Delay of Publication*) to 2.5 inclusive (*Manifest Error in Publication*) shall apply to such Multi-Asset Basket Component; and
- (f) a Proprietary Index, the provisions of sub-section 6 (*Disruption Events*) of the section “Description of the Proprietary Indices” of the Base Prospectus shall apply to such Multi-Asset Basket Component.

#### 3.2 Consequences of the occurrence of Disrupted Days

If an Observation Date is a Disrupted Day in respect of one or more Multi-Asset Basket Components, then:

- (a) the Observation Date for each Multi-Asset Basket Component not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date; and
- (b) the Observation Date for each Multi-Asset Basket Component affected (each an **Affected Component**) by the occurrence of a Disrupted Day shall be the first succeeding Non-Disrupted Day relating to such Affected Component (the **Multi-Asset Basket Determination Date**), unless each consecutive Non-Disrupted Day up to and including the Disruption Longstop Date is a Disrupted Day relating to such Affected Component. In that case:

- (i) the Disruption Longstop Date shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day relating to the relevant Affected Component, and the Calculation Agent shall determine for such day, in good faith, the fair market value of the relevant Affected Component; or
- (ii) the relevant Issuer shall, upon giving notice to Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

The Calculation Agent shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) of the occurrence of a Market Disruption Event on any day that, but for the occurrence of a Disrupted Day, would have been, a Observation Date.

### 3.3 Additional Disruption Events

- (a) Definitions

**Additional Disruption Event** means, in respect of Certificates other than Italian Listed Certificates, and if specified as applicable in the applicable Final Terms, any of Change of Law, Hedging Disruption, Increased Cost of Hedging.

**Change of Law** means that, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the relevant Issuer determines in its sole and absolute discretion that it has become illegal to hold, acquire or dispose of relevant hedge positions relating to a Multi-Asset Basket Component.

**Hedging Disruption** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the commodity or equity price risk or any other relevant price risk including but not limited to the currency risk of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**Increased Cost of Hedging** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, or (ii) 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 relevant Issuer, the Guarantor, (if applicable) and/or any of their respective Affiliates shall not be deemed an Increased Cost of Hedging.

- (b) Consequences of the occurrence of an Additional Disruption Event

If an Additional Disruption Event occurs, the relevant Issuer in its sole and absolute discretion may:

- (i) require the Calculation Agent to make such adjustments to any of the Conditions as it considers appropriate in its sole and absolute discretion to account for such Additional Disruption Event and determine the date(s) on which any such adjustments will be effective; or
- (ii) upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the occurrence of an Additional Disruption Event, the relevant Issuer shall give notice as soon as practicable to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.

### **3.4 Other Events**

Notwithstanding the foregoing provisions of these Multi-Asset Basket Linked Asset Conditions, if any other event occurs which the Calculation Agent determines, acting in good faith, has a material effect on the Certificates, then:

- (a) the Calculation Agent may make such adjustments to any of the Conditions as it considers appropriate to account for any such event and determine the date(s) on which any such adjustments will be effective; or
- (b) the relevant Issuer may, upon giving notice to the Certificateholders in accordance with General Condition 11 (*Notices*), redeem all but not some only of the Certificates, each Certificate being redeemed by payment of an amount equal to the Fair Market Value Redemption Amount. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

Upon the Calculation Agent making a determination pursuant to this Multi-Asset Basket Linked Asset Condition 3.4, the relevant Issuer shall give notice as soon as practicable to Certificateholders in accordance with General Condition 11 (*Notices*) giving details of such determination.

## ANNEX 2 – CREDIT LINKED CONDITIONS

*This annex sets out additional terms and conditions for Certificates that are Credit Linked Certificates. It is only applicable to Certificates which are specified to be Credit Linked Certificates in the applicable Final Terms.*

*The terms and conditions applicable to Credit Linked Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Credit Linked Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following terms and conditions (the **Credit Linked Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Credit Linked Certificates is applicable. These Credit Linked Conditions are subject to completion in accordance with the applicable Final Terms.*

*These Credit Linked Conditions shall not apply to any Italian Listed Certificates*

### 1 GENERAL

#### 1.1 Credit Terms

The Final Terms shall specify:

- (a) the type of Credit Linked Certificates, being Single Reference Entity CLCs, Nth-to-Default CLCs, or Linear Basket CLCs;
- (b) whether the Credit Linked Certificates are Fixed Recovery CLCs, Leveraged CLCs, Principal Protected CLCs or Reference Obligations Only CLCs;
- (c) the Settlement Method and, where Auction Settlement applies, the applicable Fallback Settlement Method;
- (d) the Reference Entity or Reference Entities;
- (e) the Reference Obligation(s) (if any) in respect of each Reference Entity;
- (f) the Trade Date and the Scheduled Redemption Date; and
- (g) the Floating Rate Payer Calculation Amount in respect of each Reference Entity.

#### 1.2 Additional Provisions

If any Additional Provisions are specified as applicable in the applicable Final Terms, these Credit Linked Conditions shall take effect subject to the provisions thereof.

### 2 REDEMPTION

#### 2.1 Redemption absent satisfaction of Conditions to Settlement

The relevant Issuer will redeem each Credit Linked Certificate on the related Redemption Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the Final Redemption Amount (together with interest, if any, payable thereon) unless:

- (a) the Credit Linked Certificates have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Linked Condition 2.7 (*Early redemption for Leveraged CLCs*), 2.8 (*Redemption following a Merger Event*) or 2.10 (*Redemption following an Additional Disruption Event*); or
- (b) the Conditions to Settlement have been satisfied, in which event the relevant Issuer shall redeem the Credit Linked Certificates in accordance with Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*).

## 2.2 Redemption following satisfaction of Conditions to Settlement

Subject to Credit Linked Conditions 2.3 (*Nth-to-Default CLCs*), 2.4 (*Linear Basket CLCs*), 2.5 (*Principal Protected CLCs*) and 2.9 (*Suspension of Obligations*), upon satisfaction of the Conditions to Settlement in relation to any Reference Entity, each Credit Linked Certificate will be subject to redemption:

- (a) if the applicable Settlement Method is “Auction Settlement”, by payment of, subject to a minimum of zero, (i) the aggregate outstanding nominal amount of the Credit Linked Certificate (in the case of Credit Linked Certificates represented by a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (in the case of Credit Linked Certificates in definitive form), as the case may be, minus (ii) such Credit Linked Certificate’s *pro rata* share of the Auction Settlement Amount minus (iii) such Credit Linked Certificate’s *pro rata* share of the Hedge Amount (if applicable) on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the relevant Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If the Conditions to Settlement with respect to a new Credit Event are satisfied following the occurrence of a Fallback Settlement Event with respect to a first Credit Event and no Fallback Settlement Event occurs with respect to such new Credit Event, the relevant Issuer shall, if it so elects on or prior to a related Valuation Date or Delivery Date, redeem the Credit Linked Certificates in accordance with this Credit Linked Condition 2.2(a) by Auction Settlement;
- (b) if the applicable Settlement Method is “Physical Settlement”, in accordance with Credit Linked Condition 4 (*Physical Settlement*); and
- (c) if the applicable Settlement Method is “Cash Settlement”, subject to Credit Linked Condition 2.6 (*Fixed Recovery CLCs*), by payment of its *pro rata* share of, subject to a minimum of zero, (i) the aggregate outstanding nominal amount of the Credit Linked Certificates (in the case of Credit Linked Certificates represented by a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (in the case of Credit Linked Certificates in definitive form), as the case may be, minus (ii) such Credit Linked Certificate’s *pro rata* share of the Cash Settlement Amount minus (iii) such Credit Linked Certificate’s *pro rata* share of the Hedge Amount (if applicable) on the Cash Settlement Date.

## 2.3 Nth-to-Default CLCs

Where the Certificates are Nth-to-Default CLCs, the Conditions to Settlement shall not be satisfied with respect to the Certificates until the Conditions to Settlement are satisfied with respect to the Nth Reference Entity. Where the Certificates are Nth-to-Default CLCs and the Conditions to Settlement are satisfied with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Conditions to Settlement were satisfied.

## 2.4 Linear Basket CLCs

- (a) If the Credit Linked Certificates are Linear Basket CLCs, then the provisions of these Credit Linked Conditions relating to redemption of Credit Linked Certificates following satisfaction of Conditions to Settlement, extension of maturity of Credit Linked Certificates on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following the Scheduled

Redemption Date shall apply to each Credit Linked Certificate with respect to each Reference Entity separately and to such Credit Linked Certificate's *pro rata* share of the relevant Floating Rate Payer Calculation Amount. The remaining provisions of these Credit Linked Conditions shall be construed accordingly.

- (b) Notwithstanding Credit Linked Condition 2.4(a), where the Credit Linked Certificates are Linear Basket CLCs that are also Leveraged CLCs, upon the first occurrence of the satisfaction of the Conditions to Settlement with respect to any Reference Entity, each Credit Linked Certificate will be redeemed in full in accordance with Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*), provided that the Hedge Amount (if applicable) will also include the Issuer's or its Affiliates' costs of unwinding the credit default swaps on Reference Entities for which Conditions to Settlement have not been satisfied and any replacement liquidity costs.

## 2.5 Principal Protected CLCs

If "Principal Protected CLC" is specified in the applicable Final Terms, then upon the satisfaction of the Conditions to Settlement in respect of a Reference Entity referenced by the Credit Linked Certificates, the outstanding nominal amount of each Credit Linked Certificate corresponding to its *pro rata* share of the relevant Floating Rate Payer Calculation Amount shall be redeemed on the Redemption Date at its Principal Protected Amount and the remaining outstanding nominal amount of each Credit Linked Certificate (if any) shall be redeemed on the Redemption Date at the Final Redemption Amount (as determined by the Calculation Agent).

## 2.6 Fixed Recovery CLCs

Where "Cash Settlement" is the applicable Settlement Method, the Credit Linked Certificates may be specified to be "Fixed Recovery CLC". The Cash Settlement Amount of a Fixed Recovery CLC shall be determined using the Final Price, as further set out in the definitions of Cash Settlement Amount and Final Price of these Credit Linked Conditions.

## 2.7 Early redemption for Leveraged CLCs

If "Leveraged CLC" is specified in the applicable Final Terms, the following early redemption events shall apply:

- (a) if on any day falling after the Issue Date but prior to the Redemption Date (the **FMV Determination Date**), (i) the Fair Market Value of the Credit Linked Certificates is equal to or lower than the MV Trigger or (ii) the Reference Entity Spread (or, in the case of Linear Basket CLCs, the weighted average of the Reference Entity Spread for all Reference Entities, weighted by the proportion of the Floating Rate Payer Calculation Amount of each Reference Entity to the aggregate of the Floating Rate Payer Calculation Amounts) is equal to or greater than the relevant Spread Trigger, in each case as determined by the Calculation Agent, each Credit Linked Certificate shall be redeemed at the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*)) on a date falling ten (10) Business Days immediately following the relevant FMV Determination Date.
- (b) for the purposes of this Credit Linked Condition 2.7 and General Condition 7.3 (*Fair Market Value Redemption Amounts*), **Fair Market Value** and Fair Market Value Redemption Amount shall, as at the relevant FMV determination date, take into account, without limitation (i) the cost to the relevant Issuer of unwinding any related underlying hedging arrangements (including credit default swaps with an aggregate notional amount equal to the Leverage Factor multiplied by the aggregate nominal amount of the Credit Linked Certificates) entered into in respect of such Credit Linked Certificate (such as, but not limited to, any market bid/offer spread and any ancillary cost in relation to such unwinding), irrespective of whether such hedge is held directly by the relevant Issuer or the Guarantor or indirectly through an Affiliate, and/or (ii) any replacement liquidity costs and/or (iii) any other appropriate costs, all as determined by the Calculation Agent in its sole and absolute discretion.

In determining the Fair Market Value and the Fair Market Value Redemption Amount, the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions).

The Fair Market Value Redemption Amount determined as specified above shall be deemed to include any amounts in respect of accrued interest, if any (unless the applicable Final Terms specify “No Accrued Interest”, in which case it shall be deemed not to include any amounts in respect of accrued interest).

## **2.8 Redemption following a Merger Event**

If this Credit Linked Condition 2.8 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the relevant Issuer may give notice to the Certificateholders in accordance with General Condition 11 (*Notices*) and redeem all but not some only of the Credit Linked Certificates at the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*)) on the Merger Event Redemption Date.

## **2.9 Suspension of Obligations**

If a Credit Event Resolution Request Date occurs or if a notice is delivered to ISDA as contemplated in the definition of “Credit Event Resolution Request Date” in relation to any Reference Entity, then (unless the relevant Issuer otherwise elects by notice to the Calculation Agent and the Certificateholders) from the date delivery of such notice is effective (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred), any obligation of the relevant Issuer to redeem any Credit Linked Certificate (including pursuant to Credit Linked Condition 2.2 (*Redemption following satisfaction of Conditions to Settlement*)) or pay any amount of interest which would otherwise be due thereon shall, insofar as it relates to the relevant Reference Entity, be and remain suspended until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved with respect to such Reference Entity:

- (a) the matters described in sub-paragraphs (a) and (b) of the definition of “Credit Event Resolution Request Date” in Credit Linked Condition 10 (*Definitions*); or
- (b) not to determine such matters.

During such suspension period, the relevant Issuer shall not be obliged to, nor entitled to, take any action in connection with the settlement of the Credit Linked Certificates, in each case insofar as they relate to the relevant Reference Entity. Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved the matters set out in paragraphs (a) and (b) above, such suspension shall terminate and any obligations so suspended shall resume on the basis of such resolution on the CLC Business Day following such public announcement by ISDA, with the relevant Issuer having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Linked Condition 3.1 (*Cessation of Interest Accrual*), become due on the date determined by the Calculation Agent, in its sole discretion but not later than fifteen Business Days following such public announcement by ISDA.

Where payment of interest or principal is suspended in accordance with this Credit Linked Condition 2.9, no interest shall accrue on such interest or principal.

## **2.10 Redemption following an Additional Disruption Event**

If the Calculation Agent determines that an Additional Disruption Event has occurred, the relevant Issuer may redeem the Certificates by giving notice to Certificateholders in accordance with General Condition 11 (*Notices*). If the Certificates are so redeemed, the relevant Issuer will pay an amount to each Certificateholder in respect of each Certificate as shall be determined to be the Fair Market Value Redemption Amount (determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*)), taking into account, without

limitation, (i) the Additional Disruption Event, less the cost to the relevant Issuer and/or its affiliates of unwinding (including, but not limited to, the cost of or loss of funding and any applicable taxes) any related underlying hedging arrangements entered into in respect of such Credit Linked Certificates, whether such hedge is held directly by the relevant Issuer or the Guarantor or indirectly through an affiliate, and/or (ii) any replacement liquidity costs, and/or (iii) any other appropriate costs, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Certificateholders in accordance with General Condition 11 (*Notices*).

In determining the fair market value of the Credit Linked Certificates, the Calculation Agent shall take into consideration all information which it deems relevant (including, without limitation, market conditions).

### **2.11 Miscellaneous provisions relating to Redemption**

If the Credit Linked Certificates are partially redeemed, the relevant Credit Linked Certificates or, if the Credit Linked Certificates are represented by a Global Certificate, such Global Certificate, shall be endorsed to reflect such partial redemption. Accordingly, upon such partial redemption, the outstanding nominal amount of each Certificate shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption of any Credit Linked Certificate in accordance with Credit Linked Condition 2 (*Redemption*), together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the relevant Issuer in relation thereto.

Any amount payable under Credit Linked Condition 2 (*Redemption*) shall be rounded downwards to the nearest sub-unit of the relevant currency.

## **3 INTEREST**

### **3.1 Cessation of Interest Accrual**

Upon the satisfaction of the Conditions to Settlement in respect of any Credit Linked Certificates, interest on such Credit Linked Certificates (or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*)) shall cease to accrue with effect from and including either:

- (a) the Interest Payment Date immediately preceding the related Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date) (**CIA Type 1**); or
- (b) the related Event Determination Date (in which case such Event Determination Date shall be deemed to be an Observation Date for the purposes of determining the interest accrued to (but excluding) such Event Determination Date)) (**CIA Type 2**),

as specified in the applicable Final Terms.

### **3.2 Interest following Scheduled Maturity**

Notwithstanding Credit Linked Condition 3.1 (*Cessation of Interest Accrual*), each Credit Linked Certificate shall only accrue interest up to (but excluding) the Scheduled Redemption Date.

### **3.3 Interest Payment Dates**

If the Credit Linked Certificates are redeemed pursuant to the General Conditions or these Credit Linked Conditions, the Scheduled Redemption Date, the Redemption Date (if not the Scheduled Redemption Date), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Linked Certificate (or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*)) and the relevant Issuer shall pay any interest that has accrued in respect of each Credit Linked Certificate (or, as



applicable, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*) on such Interest Payment Date.

## 4 PHYSICAL SETTLEMENT

### 4.1 Delivery and payment

If Physical Settlement applies to any Credit Linked Certificate, then, upon the satisfaction of the related Conditions to Settlement, the relevant Issuer, or any third party appointed at its discretion, shall, on or prior to the related Physical Settlement Date and subject to Credit Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*), Credit Linked Condition 4.3 (*Non-Delivery of Deliverable Obligations*) and Credit Linked Condition 4.6 (*Asset Transfer Notice*), redeem such Credit Linked Certificate or, in the case of Linear Basket CLCs, the relevant portion thereof determined in accordance with Credit Linked Condition 2.4 (*Linear Basket CLCs*), respectively, by:

- (a) delivering a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement (the **Physical Settlement Amount**);
- (b) paying such Certificate's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount; and
- (c) if the Hedge Amount is expressed as a negative number, paying such Certificate's *pro rata* portion of an amount equal to the absolute value of such *pro rata* portion.

### 4.2 Partial Cash Settlement Due to Impossibility, Impracticality or Illegality

If, due to an event beyond the control of the relevant Issuer, it is in the opinion of the Calculation Agent, impossible, impractical (including, without limitation, due to the relevant Issuer receiving insufficient or incorrect account or transfer information) or illegal for the relevant Issuer to Deliver or, due to an event beyond the control of the relevant Issuer or any Certificateholder, it is in the opinion of the Calculation Agent impossible, impractical or illegal for the relevant Issuer or the relevant Certificateholder to accept Delivery of any of the Deliverable Obligations specified in a Notice of Physical Settlement on the related Physical Settlement Date, then on such date the relevant Issuer shall Deliver any of the Deliverable Obligations specified in the Notice of Physical Settlement for which it is possible, practicable and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the relevant Issuer shall pay the relevant Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Certificateholders on the Partial Cash Settlement Date.

### 4.3 Non-Delivery of Deliverable Obligations

If the relevant Issuer does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement other than as a result of an event or circumstance contemplated in Credit Linked Condition 4.2 (*Partial Cash Settlement Due to Impossibility, Impracticality or Illegality*) (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an event of default for the purpose of the Certificates and the relevant Issuer may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such Deliverable Obligations and the relevant Issuer shall pay to the Certificateholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Certificateholders on the Partial Cash Settlement Date.

#### 4.4 Aggregation and Rounding

Where a Certificateholder holds Credit Linked Certificates in an aggregate nominal amount greater than the Specified Denomination, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Linked Certificates shall be aggregated for the purposes of this Credit Linked Condition 4. If the Outstanding Amount of the Deliverable Obligations to be Delivered in respect of each Credit Linked Certificate to be redeemed pursuant to this Credit Linked Condition 4.4 on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the Outstanding Amount of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the relevant Issuer or such other agent as may be appointed by the relevant Issuer for such purpose and, if they are so sold, the relevant Issuer shall make payment in respect of each Credit Linked Certificate in an amount equal to its *pro rata* share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

#### 4.5 Delivery and Fees

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Linked Condition 4 shall be made in such commercially reasonable manner as the relevant Issuer shall, in its sole discretion, determine to be appropriate for such Delivery. Subject as set out in the definition of “Deliver”:

- (a) any recordation, processing or similar fee reasonably incurred by the relevant Issuer and/or any of its affiliates and payable to the agent under a Loan in connection with an assignment (where Deliverable Obligations include Assignable Loans or Consent Required Loans) shall be payable by the relevant Certificateholders, and if any stamp tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Certificateholders; and
- (b) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Certificateholders, determined in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Certificateholders have been paid to the satisfaction of the relevant Issuer.

#### 4.6 Asset Transfer Notice

A Certificateholder will not be entitled to any of the amounts or assets specified as being due to it in this Credit Linked Condition 4 upon the satisfaction of the Conditions to Settlement unless it has complied with Credit Linked Condition 4.7 (*Physical Settlement Procedures*). For so long as the Credit Linked Certificates are held in any clearing system, any communication from such clearing system on behalf of the Certificateholder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Certificates are represented by a Global Certificate, surrender of Credit Linked Certificates for such purpose will be effected by presentation of the Global Certificate and its endorsement to Certificate the nominal amount of Credit Linked Certificates to which the relevant Asset Transfer Notice relates.

#### 4.7 Physical Settlement Procedures

##### (a) *Procedure by Certificateholders*

If any Credit Linked Certificate falls to be redeemed and Physical Settlement is specified to be the Settlement Method or the Fallback Settlement Method in the applicable Final Terms, any delivery of the Physical Settlement Amount shall be in accordance with any applicable securities laws.

In order to receive the Physical Settlement Amount, the relevant Certificateholder shall, at least ten (10) Business Days, or such other number of Business Days as may be specified in the applicable Final Terms, prior to the Physical Settlement Date:

- (i) if the Credit Linked Certificates are represented by a Global Certificate, present a notice to DTC and/or Euroclear and/or Clearstream, Luxembourg, as the case may be, with a copy to any Paying Agent or the Registrar, as the case may be, and the relevant Issuer, via the EUCLID System or any equivalent or successor system (a **EUCLID Notice**); or
- (ii) if the Credit Linked Certificate is in definitive form, surrender to the Paying Agent or the Registrar, as the case may be, the Definitive Certificate, a completed Asset Transfer Notice substantially in the form set out in the Master Certificate Agreement (the **Asset Transfer Notice**) (a copy of which may be obtained from the specified office of any of the Paying Agents) with a copy to the relevant Issuer.

A EUCLID Notice and an Asset Transfer Notice, as the case may be, are referred to herein as a **Notice**.

- (iii) The EUCLID Notice referred to above must:
  - (A) specify the name and address of the relevant Certificateholder and the person from whom the Delivery Agent may obtain details for the delivery of the Physical Settlement Amount;
  - (B) specify the number of Credit Linked Certificates which are the subject of such notice and the number of the Certificateholder’s account at DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Credit Linked Certificates;
  - (C) irrevocably instruct and authorise DTC, Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Certificateholder’s account with such Credit Linked Certificates on the date on which such Credit Linked Certificates are redeemed in accordance with Credit Linked Condition 4.1 (*Delivery and payment*);
  - (D) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act); and
  - (E) authorise the production of such notice in any applicable administrative or legal proceedings.
- (iv) The Asset Transfer Notice referred to above must:
  - (A) specify the name and address of the person from whom the Delivery Agent may obtain details for delivery of the Physical Settlement Amount;
  - (B) authorise the production of such notice in any applicable administrative or legal proceedings; and
  - (C) provide the Certificateholder’s Certification that it is not a U.S. person, or a person acting on behalf of a U.S. person, or a person within the United States (as such terms are defined in Regulation S under the Securities Act).
- (v) No Notice may be withdrawn by the Certificateholder after receipt thereof by DTC, Euroclear or Clearstream, Luxembourg, the Paying Agent, the Registrar or the relevant Issuer, as the case may be.
- (vi) After delivery of such Notice, the relevant Certificateholder may not transfer the Credit Linked Certificates which are the subject of such Notice and no transfers of the Credit Linked Certificates specified therein represented by a Global Certificate will be effected by DTC and/or Euroclear and/or Clearstream, Luxembourg.

- (vii) Any determination as to whether a notice is valid and has been properly completed and delivered as provided in this Credit Linked Condition 4.7 shall be made by DTC, Euroclear or Clearstream, Luxembourg or the relevant Issuer, as the case may be, after consultation with the Delivery Agent and shall be conclusive and binding on the relevant Issuer and the relevant Certificateholder.

**(b) Procedure by the relevant Issuer and others**

Upon receipt of a duly completed Notice and (in the case of Credit Linked Certificates in definitive form) the Definitive Certificate to which such Notice relates, the relevant Paying Agent or the Registrar, as the case may be, DTC, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the accountholder is the holder of the Credit Linked Certificates referred to therein according to its books.

Subject as provided herein, in relation to each Credit Linked Certificate, the Physical Settlement Amount will be delivered at the risk of the relevant Certificateholder in such commercially reasonable manner as the Delivery Agent shall, in its sole discretion, determine to be appropriate for such delivery on the due date for redemption for the Credit Linked Certificates, provided that the relevant Credit Linked Certificate in definitive form and the Notice are delivered not later than the close of business in Luxembourg on the date (the **Notice Cut-Off Date**) which is five (5) Business Days (or such other number of Business Days as may be specified in the applicable Final Terms) before the due date for redemption of the Credit Linked Certificates.

**(c) Delay or Failure to Deliver Notice**

If the Credit Linked Certificate in definitive form, if applicable, and the Notice are delivered to the relevant Issuer later than close of business on the Notice Cut-Off Date, then the Physical Settlement Amount will be delivered as soon as practicable after the due date for redemption of the Credit Linked Certificates, at the risk of such Certificateholder.

For the avoidance of doubt, without prejudice to Credit Linked Condition 4.1(b) and 4.1(c), such Certificateholder shall not be entitled to any payment or other assets, whether of interest or otherwise, in the event of the delivery of the Physical Settlement Amount falling after the due date for redemption of the Credit Linked Certificates pursuant to the provisions of this Credit Linked Condition 4.7 or otherwise due to circumstances beyond the control of the relevant Issuer.

**If the relevant Certificateholder fails to deliver a Notice in the manner set out in these Conditions or delivers a Notice on any day falling after the day that is 180 calendar days after the Notice Cut-Off Date or, in the case of Credit Linked Certificates in definitive form, fails to deliver the Definitive Certificate related thereto or fails to pay the expenses referred to in Credit Linked Condition 4.7(d) (Costs and Expenses), the relevant Issuer shall be discharged from its obligation in respect of such Credit Linked Certificate and shall have no further obligation or liability whatsoever in respect thereof.**

**(d) Costs and Expenses**

All expenses including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax and/or other taxes or duties (together **Delivery Expenses**) arising from the delivery and/or transfer of the Physical Settlement Amount shall be for the account of the relevant Certificateholder and no delivery and/or transfer of the Physical Settlement Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Delivery Agent by the relevant Certificateholder.

**(e) Fractional Entitlement**

If the Physical Settlement Amount comprises less than a whole number of securities at the relevant time, then (i) the relevant Issuer shall not deliver and the relevant Certificateholder shall not be entitled to receive in respect of its Credit Linked Certificates that fraction of a security (the **Fractional Entitlement**) and (ii) the relevant Issuer shall pay to the relevant Certificateholder a cash amount (to be paid at the same time as the securities comprising the Physical Settlement Amount), as determined by the Calculation Agent and such cash amount shall be deemed a part of the Physical Settlement Amount for the purposes of these Credit Linked Conditions.

**(f) Delivery at risk of Certificateholder**

Delivery of the Physical Settlement Amount by the relevant Issuer to the Certificateholder shall be at the risk of the Certificateholder and no additional payment or delivery will be due to a Certificateholder where the Physical Settlement Amount is delivered after its due date in circumstances beyond the control of either the relevant Issuer or the Delivery Agent.

**(g) No further liability of Issuer**

After delivery of the Physical Settlement Amount by the relevant Issuer to a Certificateholder pursuant to this Credit Linked Condition 4.7 but prior to the time when the Certificateholder (or his designee) becomes registered as a holder or lender of record (as the case may be) of the relevant Deliverable Obligation (the **Intervening Period**), neither the relevant Issuer nor its agent or nominee shall (i) be under any obligation to deliver to such Certificateholder or any subsequent beneficial owner of such relevant Deliverable Obligation any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the relevant Issuer or its agent or nominee in its capacity as the registered holder or lender of record (as the case may be) of such relevant Deliverable Obligation, (ii) exercise any or all rights (including voting rights) attaching to such relevant Deliverable Obligation during the Intervening Period without the prior written consent of the relevant Certificateholder, provided that neither the relevant Issuer nor its agent or nominee shall be under any obligation to exercise any such rights during the Intervening Period, or (iii) be under any liability to such Certificateholder or any subsequent beneficial owner of such relevant Deliverable Obligation in respect of any loss or damage which such Certificateholder or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the relevant Issuer or its agent or nominee being registered during such Intervening Period as legal owner of such relevant Deliverable Obligation.

## **5 PROVISIONS RELATING TO OBLIGATION CATEGORY AND CHARACTERISTICS AND DELIVERABLE OBLIGATION CATEGORY AND CHARACTERISTICS**

### **5.1 Obligation Characteristics**

If the Obligation Characteristic “Listed” is specified in the applicable Final Terms, the applicable Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.

### **5.2 Qualifying Guarantee**

If an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:

- (a) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.

- (b) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, (i) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor thereto) shall not be a Domestic Currency (unless the applicable Final Terms specifies that any such currency is a Domestic Currency, in which case any such currency so specified shall be a Domestic Currency) and (ii) the laws of England and the laws of the State of New York shall not be a Domestic Law (unless the applicable Final Terms specifies that the laws of any such country is a Domestic Law, in which case any such laws so specified shall be a Domestic Law).
- (c) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not Subordinated, if specified in the applicable Final Terms.
- (d) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
- (e) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (f) The terms “Outstanding Principal Balance” and “Due and Payable Amount” (as they are used in the Terms and Conditions, including without limitation, the definitions of “Cash Settlement Amount” and “Quotation Amount”), when used in connection with Qualifying Guarantees are to be interpreted to be the then “Outstanding Principal Balance” or “Due and Payable Amount”, as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.
- (g) The provisions of this Credit Linked Condition 5 will apply in respect of the definitions of “Obligation” and “Deliverable Obligation” as the context admits.

## 6 SUCCESSION EVENT

### 6.1 Single Reference Entity

Where the Certificates are Single Reference Entity CLCs and a Succession Event has occurred and more than one Successor has been identified (each a **Successor Reference Entity**):

- (a) each Successor Reference Entity will be a Reference Entity for the purposes of each Credit Linked Certificate;
- (b) in respect of each Successor Reference Entity, the Floating Rate Payer Calculation Amount will be the Floating Rate Payer Calculation Amount applicable to the original Reference Entity divided by the number of Successor Reference Entities; and
- (c) all other terms and conditions of the original Credit Linked Certificates will be replicated in each deemed new Credit Linked Certificate except to the extent that modification is required, as determined by the

Calculation Agent in its sole discretion, to preserve the economic effects of the original Credit Linked Certificates in the deemed new Credit Linked Certificates (considered in the aggregate).

## 6.2 Nth-to-Default CLCs

Where the Certificates are Nth-to-Default CLCs:

- (a) where a Succession Event has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, each Credit Linked Certificate will be deemed for all purposes to have been divided into a number of new Credit Linked Certificates equal to the number of Successors. Each such new Credit Linked Certificate shall include a Successor and each and every one of the Reference Entities unaffected by such Succession Event and the provisions of Credit Linked Conditions 6.1(a) to (c) (inclusive) shall apply thereto;
- (b) if “Substitution” is specified as not being applicable in the Final Terms, where any Reference Entity (the **Surviving Reference Entity**) (other than a Reference Entity that is subject to the Succession Event) would be a Successor to any other Reference Entity (the **Legacy Reference Entity**) pursuant to a Succession Event, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and
- (c) if “Substitution” is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Event) would be a Successor to a Legacy Reference Entity pursuant to a Succession Event:
  - (i) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
  - (ii) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity. For the avoidance of doubt, the deemed new Credit Linked Certificates will continue to be represented by the original Credit Linked Certificates.

## 6.3 Linear Basket CLCs

Where the Credit Linked Certificates are Linear Basket CLCs, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Event (the **Affected Entity**):

- (a) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in paragraph (b) below);
- (b) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);
- (c) the Floating Rate Payer Calculation Amount for each such Successor will equal the Floating Rate Payer Calculation Amount of the Affected Entity divided by the number of Successors; and
- (d) the Calculation Agent may, at its discretion, make any modifications to the terms of the Certificates which may be required to preserve the economic effects of the Certificates prior to the Succession Event (considered in the aggregate).

## 6.4 Substitute Reference Obligations

Where:

- (a) a Reference Obligation is specified in the applicable Final Terms;
- (b) one or more Successors to the Reference Entity have been identified; and
- (c) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined by the Calculation Agent in accordance with the definition of “Substitute Reference Obligation”.

## 7 PROVISIONS RELATING TO LPN REFERENCE ENTITIES

The following provisions shall apply if the applicable Final Terms provide that “LPN Reference Entity” is applicable:

- (a) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;
- (b) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (d) with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation; and
- (e) the “Not Subordinated” Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

## 8 RESTRUCTURING CREDIT EVENT

### 8.1 Multiple Credit Event Notices

Upon the occurrence of a Restructuring Credit Event with respect to a Reference Entity for which Restructuring is an applicable Credit Event and either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the Final Terms:

- (a) the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring Credit Event, each such notice setting forth the amount of the relevant Floating Rate Payer Calculation Amount to which such Restructuring Credit Event applies (the **Exercise Amount**) provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Floating Rate Payer Calculation Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;
- (b) the provisions of these Credit Linked Conditions shall be deemed to apply to an aggregate outstanding nominal amount equal to the Exercise Amount only and all the provisions shall be construed accordingly; and
- (c) the Exercise Amount in connection with a Credit Event Notice describing a Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Floating Rate Payer Calculation Amount is denominated or any integral multiple thereof or the entire relevant Floating Rate Payer Calculation Amount.

In the case of an Nth-to-Default CLC, once the Conditions to Settlement have been satisfied in respect of the Nth Reference Entity where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Linked Certificates are deemed to have been divided into new Credit Linked Certificates pursuant to Credit Linked Condition 6 (*Succession Event*)).



If any Credit Linked Certificate is subject to partial redemption in accordance with this Credit Linked Condition 8, the relevant Credit Linked Certificate or, if the Credit Linked Certificates are represented by a Global Certificate, such Global Certificate shall be endorsed to reflect such partial redemption.

This Credit Linked Condition 8 shall not be applicable in respect of a Reference Entity for which Restructuring is an applicable Credit Event and neither “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” nor “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms.

### **8.2 Restructuring Maturity Limitation and Fully Transferable Obligation**

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” is specified in the applicable Final Terms, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in a Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the relevant Issuer to form part of the related Valuation Obligations Portfolio only if it:

- (a) is a Fully Transferable Obligation; and
- (b) has a final maturity date not later than the Restructuring Maturity Limitation Date.

### **8.3 Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable**

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in the Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the relevant Issuer to form part of the related Valuation Obligations Portfolio, only if it:

- (a) is a Conditionally Transferable Obligation; and
- (b) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

In the event that the requisite consent in relation to a Deliverable Obligation which is a Conditionally Transferable Obligation is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason) or is not received by the Physical Settlement Date, the relevant Issuer shall, as soon as reasonably practicable, notify the relevant Certificateholders of such refusal (or deemed refusal) and:

- (x) each such Certificateholder may designate a third party (which may or may not be an Affiliate of such Certificateholder) to take Delivery of the Deliverable Obligation on its behalf; and
- (y) if a Certificateholder does not designate a third party that takes Delivery on or prior to the date which is three (3) CLC Business Days after the Physical Settlement Date, then the relevant Issuer will redeem the Certificates which have not been Delivered by payment of the relevant Partial Cash Settlement Amount to such Certificateholder. Credit Linked Condition 4.4 (*Aggregation and Rounding*) shall not apply to this sub-paragraph.

### **8.4 Multiple Holder Obligations**

Notwithstanding anything to the contrary in the definition of “Restructuring” and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a)(i) to (v) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple

Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of subparagraph (b) of the definition of “Multiple Holder Obligation”.

## **9 MISCELLANEOUS PROVISIONS RELATING TO CREDIT LINKED CERTIFICATES**

### **9.1 Determinations of the Calculation Agent**

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked Conditions shall be final and binding on the relevant Issuer, the Guarantor (if applicable) and the Certificateholders in accordance with the General Conditions. In performing its duties pursuant to the Credit Linked Certificates, the Calculation Agent shall act in its sole and absolute discretion and, unless otherwise expressly stated in these Credit Linked Conditions, is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determination Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked Certificates including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the relevant Issuer or the Guarantor (if applicable) shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

### **9.2 Change in Standard Terms and Market Conventions**

The Calculation Agent, acting reasonably, may amend these Credit Linked Conditions from time to time to the extent that it determines necessary in order to ensure consistency with prevailing market standards or market trading conventions (as established pursuant to the agreement of the leading dealers in the credit derivatives market or any relevant committee established by ISDA, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system) that would be or are applicable to any Notional Credit Derivative Transaction or Hedge Transaction from time to time. The Calculation Agent may not, without the consent of the relevant Issuer amend pursuant to this Credit Linked Condition 9.2 any of the terms and conditions of the Credit Linked Certificates other than to the extent necessary to give effect to the relevant change(s). The Calculation Agent shall notify the relevant Issuer and the Certificateholders as soon as reasonably practicable upon making any such amendment.

### **9.3 Delivery of Notices**

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information from the Calculation Agent, the relevant Issuer shall inform, or shall procure that the Calculation Agent informs the Certificateholders in accordance with General Condition 11 (*Notices*). Resolutions of the Credit Derivatives Determinations Committee are, as of the date hereof, available on ISDA’s website ([www.isda.org/credit](http://www.isda.org/credit)).

### **9.4 Effectiveness of Notices**

Any notice referred to in Credit Linked Condition 9.3 (*Delivery of Notices*) above which is delivered at or prior to 5:00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

## 10 DEFINITIONS

In these Credit Linked Conditions:

**Accelerated or Matured** means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on, or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

**Accreted Amount** means, with respect to an Accreting Obligation, an amount equal to:

- (a) the sum of:
  - (i) the original issue price of such obligation; and
  - (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less
- (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in paragraph (a)(ii) above),
 

in each case calculated as of the earlier of:

  - (A) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal; and
  - (B) the Delivery Date or applicable Valuation Date, as the case may be.

Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent) only if “Include Accrued Interest” is specified as being applicable in the applicable Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation’s yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of paragraph (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (y) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of a Convertible Obligation or an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is convertible or exchangeable.

**Accreting Obligation** means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation) the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not:

- (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index; or
- (b) periodic cash interest is also payable.

**Additional Disruption Event** means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

**Additional LPN** means any LPN issued by an LPN Issuer, for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

- (a) Underlying Loan; or
  - (b) Underlying Finance Instrument:
- provided that:
- (i) either:
    - (A) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or
    - (B) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;
  - (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and
  - (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

**Additional Obligation** means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant “LPN Reference Obligation List” as published by Markit Group Limited, or any successor thereto, which list is currently available online on the Markit Group Limited website.

**Additional Provisions** means any additional provisions from time to time published by ISDA for use in the over the counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

- (a) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or
- (b) the Additional Provisions for Fixed Recovery CDS Transactions, as published by ISDA on 24 September 2010; or
- (c) any other provisions specified in relation to such Reference Entity.

**Affected Entity** has the meaning given to such term in Credit Linked Condition 6.3 (*Linear Basket CLCs*).

**Affiliate** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

**Assignable Loan** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

**Auction** has the meaning set forth in the relevant Transaction Auction Settlement Terms.

**Auction Cancellation Date** has the meaning set forth in the Transaction Auction Settlement Terms.

**Auction Covered Transaction** has the meaning set forth in the Transaction Auction Settlement Terms.

**Auction Final Price** has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the relevant Issuer in the Auction Settlement Amount Notice or, for the purposes of determining a Hedge Disruption Event, in the Notice of Physical Settlement, as the case may be.

**Auction Final Price Determination Date** has the meaning set forth in the Transaction Auction Settlement Terms.

**Auction Settlement** means the settlement method in accordance with Credit Linked Condition 2.2(a).

**Auction Settlement Amount** means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Auction Settlement Amount} = \text{Max} [0; N \times (1-R)]$$

where:

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**R**” means the relevant Auction Final Price.

**Auction Settlement Amount Notice** means a notice given by the relevant Issuer to the Calculation Agent and the Certificateholders in accordance with General Condition 11 (*Notices*) on or prior to the date which is 65 Business Days following the Final List Publication Date specifying:

- (a) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the relevant Issuer has elected to apply to the Credit Linked Certificates (provided that the relevant Issuer may only elect to apply any Parallel Auction Settlement Terms (which it may choose in its sole discretion) in the circumstances set out in subparagraph (b) of the definition of “No Auction Announcement Date”); and
- (b) the Auction Settlement Amount.

**Auction Settlement Date** means either:

- (a) if “Settlement at Maturity” is specified as “Applicable” in the applicable Final Terms, or if neither “Applicable” or “Not Applicable” is specified, the later of (i) the Scheduled Redemption Date and (ii) five (5) Business Days after determination of the Auction Final Price; or
- (b) if “Settlement at Maturity” is specified as Not Applicable in the Final Terms, the date that is five (5) Business Days following the determination of the Auction Final Price.

**Bankruptcy** means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or 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, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:

- (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
- (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above.

**Best Available Information** means:

- (a) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent or the Credit Derivatives Determinations Committee makes its determination for the purposes of the definition of “Successor”, other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or
- (b) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in paragraph (a) above, the best publicly available information at the disposal of the Calculation Agent or the Credit Derivatives Determinations Committee to allow it to make a determination for the purposes of the definition of **Successor**,

provided that information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute “Best Available Information”.

**Bond** means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, Certificate (other than Certificates delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

**Bond or Loan** means any obligation that is either a Bond or a Loan.

**Borrowed Money** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

**Capped Reference Entity** means a Reference Entity specified as such in the applicable Final Terms.

**Cash Settlement** means the settlement method in accordance with Credit Linked Condition 2.2(c).

**Cash Settlement Amount** means, in relation to any Reference Entity, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Cash Settlement Amount} = \text{Max} [0; N \times (1-R)]$$

where:

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**R**” means (i) the Weighted Average Final Price, or (ii) if so specified in the applicable Final Terms or in the case of Fixed Recovery CLCs, the Final Price.

**Cash Settlement Date** means either:

- (a) if “Settlement at Maturity” is specified as “Applicable” in the applicable Final Terms, or if neither “Applicable” or “Not Applicable” is specified, the later of (i) the Scheduled Redemption Date and (ii) five (5) Business Days after calculation of the Final Price;
- (b) if “Settlement at Maturity” is specified as “Not Applicable” in the applicable Final Terms, the date that is the number of Business Days specified in the applicable Final Terms (or, if a number of Business Days is not specified, five (5) Business Days) immediately following the determination of the Weighted Average Final Price; or
- (c) if the Credit Linked Certificates are Fixed Recovery CLCs, the date that falls five (5) Business Days immediately following the Event Determination Date.

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

- (a) it is unable to perform its obligations in respect of the Certificates or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Certificates; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Certificates in issue or in holding, acquiring or disposing of any relevant hedge positions of the Certificates.

**CIA Type 1** has the meaning set out in Credit Linked Condition 3.1(a).

**CIA Type 2** has the meaning set out in Credit Linked Condition 3.1(b).

**CLC Business Day** means, in respect of any Reference Entity, a day on which commercial banking and foreign exchange markets are generally open to settle payments in the place or places specified for that purpose with respect to such Reference Entity, a TARGET2 Settlement Day (if “TARGET2 Settlement Day” is specified in the applicable Final Terms for that purpose, or, if a place or places are not so specified, a day on which commercial banks and foreign exchange markets are generally open to settlement payments in the jurisdiction of the currency of the related Floating Rate Payer Calculation Amount).

**CLC Dealer** means (a) a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Certificateholder or its Affiliate or (b) such other dealer specified as such in the applicable Final Terms.

**Conditionally Transferable Obligation** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Conditionally Transferable Obligation”.

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of “Conditionally Transferable Obligation”, such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the relevant Issuer or the Guarantor (if applicable).

**Conditions to Settlement** means, in relation to any Reference Entity:

- (a) the occurrence of an Event Determination Date; and
- (b) where the applicable Settlement Method is Physical Settlement (or Physical Settlement is applicable as the Fallback Settlement Method), the delivery of the Notice of Physical Settlement on or following the occurrence of an Event Determination Date,

to the extent that, unless otherwise elected by the relevant Issuer by written notice to the Calculation Agent and the Certificateholders, such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, a Valuation Date, a Delivery Date or the Redemption Date, as applicable.

**Consent Required Loan** means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

**Convertible Obligation** means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

**Credit Derivatives Auction Settlement Terms** means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules, with respect to such Reference Entity, a form of which will be published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as may be amended from time to time in accordance with the Rules.

**Credit Derivatives Definitions** means the 2003 ISDA Credit Derivatives Definitions, as published by ISDA, as supplemented by the July 2009 Supplement and, in addition, if Additional Provisions are specified to be applicable with respect to the Credit Linked Certificates in the applicable Final Terms, as supplemented by the Additional Provisions.

**Credit Derivatives Determinations Committee** means each committee established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.



**Credit Event** means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring as specified with respect to a Reference Entity in the applicable Final Terms.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

**Credit Event Backstop Date** means (a) the Trade Date or (b) the date falling 60 calendar days prior to the Trade Date, in each case as specified in the applicable Final Terms. If the Credit Event Backstop Date is not specified in the applicable Final Terms, such date shall be the date falling 60 calendar days prior to the Trade Date. In each case, the Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**Credit Event Notice** means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone) to the relevant Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date (determined by reference to the Relevant Time) and on or prior to the Extension Date (determined by reference to the Relevant Time). A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

**Credit Event Resolution Request Date** means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions referred to in sub-paragraphs (a) and (b) above.

**Currency Amount** means with respect to:

- (a) a Deliverable Obligation specified in a Notice of Physical Settlement or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Credit Position into the currency of denomination of the relevant Replacement Deliverable Obligation.

**Currency Rate** means with respect to:

- (a) a Deliverable Obligation specified in the Notice of Physical Settlement or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:
  - (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
  - (ii) if such rate is not available at such time, determined by the Calculation Agent in a commercially reasonable manner after consultation with the parties; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

**Currency Rate Source** means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

**DC Credit Event Announcement** means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that:

- (a) an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or an Obligation thereof); and
- (b) such event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)).

A DC Credit Event Announcement will be deemed not to have occurred unless:

- (i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, unless “Prior to Issue Date” is specified in the applicable Final Terms, in which case this will be including prior to the Issue Date); and
- (ii) the Trade Date occurs on or prior to the Exercise Cut-off Date.

**DC No Credit Event Announcement** means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

**DC Resolution** has the meaning given to that term in the Rules.

**Default Requirement** means the amount as may be specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not so specified in the applicable Final Terms, U.S.\$ 10,000,000, or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Credit Event.

**Deliver** means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the relevant Issuer or the Certificateholders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence as set out in the definition of “Credit Event”) or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) provided that to the extent that the Deliverable Obligations consist of Direct Loan Participations, “Deliver” means to create (or procure the creation of) a participation in favour of the relevant Issuer or the Certificateholders, as the case may be, and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, “Deliver” means to Deliver both the Qualifying Guarantee and the Underlying Obligation. “Delivery” and “Delivered” will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time. Notwithstanding the previous sentence, in the case of a Loan, the relevant Issuer and each Certificateholder agrees to comply, for the purposes of the settlement of the Credit Linked Certificates with the provisions of any documentation (which term shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The relevant Issuer agrees, and each Certificateholder is deemed to further agree, that compliance by the relevant Issuer with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the relevant Issuer nor any Certificateholder shall be permitted to request that any party take nor shall the relevant Issuer or any Certificateholder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

**Deliverable Obligation** means, subject to Credit Linked Conditions 8.1 (*Multiple Credit Event Notices*), 8.2 (*Restructuring Maturity Limitation and Fully Transferable Obligation*) and 8.3 (*Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable*):

- (a) each obligation of a Reference Entity (either directly, or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in the applicable Final Terms with respect thereto, as provider of any Qualifying Guarantee) described by the Deliverable Obligation Category, and, subject to Credit Linked Condition 5 (*Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics*), having each of the Deliverable Obligation Characteristics, if any, in each case, as of the Delivery Date (but excluding any Excluded Deliverable Obligation) that:
  - (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
  - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of “Credit Event”) or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and

- (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (b) subject to the last paragraph of the definition of “Not Contingent”, each Reference Obligation, unless specified in the applicable Final Terms as an Excluded Deliverable Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that:
  - (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
  - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of “Credit Event”) or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and
  - (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, as at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and
- (d) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

**Deliverable Obligation Category** means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity in the applicable Final Terms. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligations Only.

**Deliverable Obligation Characteristics** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer as specified in the applicable Final Terms.

**Deliverable Obligation Provisions**, in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

**Deliverable Obligation Terms**, in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**Delivery Date** means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

**Direct Loan Participation** means a Loan in respect of which, pursuant to a participation agreement, the relevant Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Certificateholder that provides each Certificateholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Certificateholder and either:

- (a) the relevant Issuer or the Guarantor (as applicable) (in either case, to the extent that the relevant Issuer or the Guarantor (as applicable), is then a lender or member of the relevant lending syndicate); or
- (b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

**Domestic Currency** means the currency specified as such in relation to a Reference Entity and any successor currency. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

- (a) the relevant Reference Entity, if the Reference Entity is a Sovereign; or
- (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

**Downstream Affiliate** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

**Due and Payable Amount** means the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

**Eligible Transferee** means each of the following:

- (a) each of:
  - (i) any bank or other financial institution;
  - (ii) an insurance or reinsurance company;
  - (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); and
  - (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship), provided, however, in each case that such entity has total assets of at least U.S.\$ 500 million;
- (b) an Affiliate of an entity specified in sub-paragraph (a) above;
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
  - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that:
    - (A) has total assets of at least U.S.\$ 100 million; or
    - (B) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$ 100 million; or
  - (ii) that has total assets of at least U.S.\$ 500 million; or
  - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraph (a), (b), (c)(ii) or (d) hereof; and
- (d) a Sovereign, Sovereign Agency or Supranational Organisation,

and where references in this definition to U.S.\$ include equivalent amounts in other currencies.

**Enabling Obligation** means, in respect of a Reference Entity, an outstanding Deliverable Obligation that:

- (a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and
- (b) has a final maturity date occurring on or prior to the Scheduled Redemption Date and following the Limitation Date immediately preceding the Scheduled Redemption Date (or, in circumstances where the Scheduled Redemption Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

**Equity Securities** means:

- (a) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and
- (b) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

**Escrow** means, if Escrow is specified in relation to a Reference Entity as applicable, either the relevant Issuer or any Certificateholder may require that physical settlement take place through the use of an Escrow Agent (in the case of any such request by a Certificateholder, solely in relation to the Certificates held by such Certificateholder). Any costs or expenses incurred in connection with establishing such escrow arrangement shall be borne by the relevant Certificateholder.

**Escrow Agent** means an independent third party financial institution (a) specified by the relevant Issuer prior to the Physical Settlement Date or (b) specified in the applicable Final Terms, in each case subject to the terms of the escrow arrangement.

**Event Determination Date** means, in respect of any Credit Event:

- (a) subject to sub-paragraph (b) below, if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the first date on which both the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the relevant Issuer to the Calculation Agent and the Certificateholders and are effective during either:
  - (i) the Notice Delivery Period; or
  - (ii) the period from, and including, the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in sub-paragraphs (a) and (b) of the definition of “Credit Event Resolution Request Date” to and including, the date that is fifteen Business Days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, if specified in the applicable Final Terms and if not, including prior to the Issue Date)); or
- (b) notwithstanding sub-paragraph (a) above, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date, provided that:
  - (i) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Announcement occurs;

- (ii) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Floating Rate Payer Calculation Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
- (iii) no Credit Event Notice specifying a Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the relevant Issuer:
  - (x) unless the Restructuring stated in such Credit Event Notice is also the subject of the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date; or
  - (y) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Floating Rate Payer Calculation Amount; and
- (iv) if the Credit Event that is the subject of the DC Credit Event Announcement is a Restructuring, the Calculation Agent has delivered a Credit Event Notice to the relevant Issuer on or prior to the Exercise Cut-off Date.

No Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date) or the Scheduled Redemption Date, as applicable.

**Exchangeable Obligation** means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

**Excluded Deliverable Obligation** means any obligation of a Reference Entity specified as such in the applicable Final Terms or of a type described as such in relation thereto in the applicable Final Terms.

**Excluded Obligation** means any obligation of a Reference Entity specified as such in the applicable Final Terms or of a type described as such in relation thereto in the applicable Final Terms.

**Exercise Amount** has the meaning set out in Credit Linked Condition 8.1 (*Multiple Credit Event Notices*).

**Exercise Cut-off Date** means the date that is the later of:

- (a) 65 Business Days following the Final List Publication Date;
- (b) fifteen CLC Business Days following the Auction Final Price Determination Date, if any;
- (c) fifteen CLC Business Days following the Auction Cancellation Date, if any; or
- (d) the date that is fifteen CLC Business Days following the No Auction Announcement Date, if any.

**Extended Physical Settlement Date** means:

- (a) in the case of a Capped Reference Entity, the 60th CLC Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds and Original Loans, may not be received by the relevant Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the relevant Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in lieu thereof on or before the date falling three (3) CLC Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten (10) CLC Business Days (in a case where

Original Loans or other Loans or Bonds in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three (3) CLC Business Days or ten (10) CLC Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may determine, in its absolute discretion; and

- (b) in the case of a Non-Capped Reference Entity, such date as the Calculation Agent may determine in its absolute discretion, provided that such date falls no later than the 120th CLC Business Day following the Physical Settlement Date or, in the absence of such determination, such 120th CLC Business Day.

**Extension Date** means the latest of:

- (a) the Scheduled Redemption Date (or, if so specified in the applicable Final Terms, such other date falling such number of calendar or Business Days specified in the applicable Final Terms immediately preceding the Scheduled Redemption Date);
- (b) the Grace Period Extension Date if:
  - (i) Failure to Pay is an applicable Credit Event in relation to any Reference Entity;
  - (ii) Grace Period Extension is specified as applicable in relation to such Reference Entity; and
  - (iii) the relevant Issuer delivers an Extension Notice under sub-paragraph (b) of the definition thereof;
- (c) the Repudiation/Moratorium Evaluation Date if:
  - (i) Repudiation/Moratorium is an applicable Credit Event in relation to any Reference Entity; and
  - (ii) the relevant Issuer delivers an Extension Notice under sub-paragraph (c) of the definition thereof.

**Extension Notice** means a notice from the relevant Issuer to the Calculation Agent and the Certificateholders giving notice of the following in relation to a Reference Entity:

- (a) without prejudice to sub-paragraph (b), (c) or (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Redemption Date; or
- (b) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time); or
- (c) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time); or
- (d) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

**Failure to Pay** means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

**Fallback Settlement Event** means:

- (a) an Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the relevant Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the date that



is 65 Business Days following the Final List Publication Date or such earlier date as the relevant Issuer may designate by notice to the Calculation Agent and the Certificateholders in accordance with General Condition 11 (*Notices*));

- (c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine whether or not an event constitutes a Credit Event for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction);
- (d) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that the relevant event that has occurred constitutes a Restructuring for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction) and that no Auction will be held with respect to such Reference Entity and Restructuring Credit Event; or
- (e) an Event Determination Date has occurred pursuant to sub-paragraph (a) of the definition of “Event Determination Date”, and no Credit Event Resolution Request Date has occurred within three (3) Business Days of such Event Determination Date.

**Fallback Settlement Method** means Cash Settlement or Physical Settlement, as specified in the applicable Final Terms. If the applicable Final Terms do not specify the Fallback Settlement Method, the Fallback Settlement Method shall be Cash Settlement.

**Final List** has the meaning given to that term in the Rules.

**Final List Publication Date** means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

**Final Price** means (i) the price of the Reference Obligation and/or any Valuation Obligation and/or Undeliverable Obligation, expressed as a percentage determined in accordance with the highest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of “Quotation”) with respect to the Relevant Valuation Date, or (ii) in the case of Fixed Recovery CLCs, an amount equal to the Fixed Recovery Percentage specified in the applicable Final Terms.

**First Ranking Interest** means an Interest which is expressed as being “first ranking”, “first priority”, or similar (**First Ranking**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

**Fixed Recovery CLC** means Credit Linked Certificates specified as such in the applicable Final Terms and in respect of which the Final Price is the Fixed Recovery Percentage.

**Fixed Recovery Percentage** means, in respect of a Fixed Recovery CLC, a percentage, in each case as specified as such in the applicable Final Terms.

**Floating Rate Payer Calculation Amount** means the amount in which the relevant Issuer has purchased credit protection in respect of one or more Reference Entities, as set out in the applicable Final Terms (or, if no such amount is specified, the aggregate nominal amount of the Certificates divided by the number of Reference Entities), subject to Credit Linked Condition 6 (*Succession Event*).

**Full Quotation** means, in accordance with the bid quotations provided by the CLC Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance) obtained from a CLC Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance equal to the Quotation Amount.

**Fully Transferable Obligation** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Fully Transferable Obligation”. For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of “Fully Transferable Obligation”, such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the relevant Issuer or the Guarantor (as applicable).

**Governmental Authority** means any de facto or de jure government (or any agency, instrumentality, ministry or department 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 Reference Entity or of the jurisdiction of organisation of a Reference Entity.

**Grace Period** means:

- (a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if Grace Period Extension is specified to be applicable in the applicable Final Terms in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time) and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three (3) Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three (3) Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified in relation to the relevant Reference Entity in the applicable Final Terms, such deemed Grace Period shall expire no later than the Scheduled Redemption Date.

**Grace Period Business Day** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

**Grace Period Extension Date** means, if:

- (a) Grace Period Extension is specified as applicable in relation to a Reference Entity in the applicable Final Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time),

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

**Hedge Amount** means:

- (a) if “One-Way Hedge Amount” is specified in the applicable Final Terms, an amount, subject to a minimum of zero, determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including

loss of funding), tax, and duties incurred by the relevant Issuer (and/or its Affiliates on its behalf) in connection with the redemption of the Credit Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Event Determination Date;

- (b) if “Two-Way Hedge Amount” is specified in the applicable Final Terms, an amount (which may be expressed as a positive number or a negative number) determined by the Calculation Agent equal to the sum of (without duplication) all costs and gains incurred by the relevant Issuer and/or its Affiliates on its behalf in connection with the redemption of the Credit Linked Certificates and/or the termination, settlement or re-establishment of any Hedge Transaction on or around the Event Determination Date. A cost will be expressed as a positive number and a gain as a negative number; or
- (c) if Hedge Amount is specified as “Not Applicable” in the applicable Final Terms, zero.

**Hedging Disruption** means that the relevant Issuer, the Guarantor, if applicable, and/or any of their respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge any relevant price risk of the relevant Issuer issuing and performing its obligations with respect to the Certificates, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Certificates.

**Hedge Disruption Event** means the relevant Issuer and/or any of its Affiliates has not received the relevant:

- (a) Deliverable Obligations (including in circumstances where the relevant Issuer and/or any of its Affiliates acting on its behalf is not able to acquire Deliverable Obligations) (i) in the relevant auction settlement process for any reason (including in circumstances where the relevant Issuer or any such Affiliate gives settlement orders to a participating dealer and such orders are not accepted or remain unfulfilled, in whole or in part) or (ii) at an amount equal to the Auction Final Price (determined by the Calculation Agent, as if Auction Settlement had been specified as applicable in the applicable Final Terms on the basis of the Transaction Auction Settlement Terms notified by the relevant Issuer to the Calculation Agent and the Certificateholders under the Notice of Physical Settlement); and/or
- (b) cash,

under the terms of a Hedge Transaction.

**Hedge Transaction** means any transaction or trading position entered into or held by the relevant Issuer and/or any of its Affiliates to hedge, directly or indirectly, the relevant Issuer’s obligations or positions (whether in whole or in part) in respect of the Credit Linked Certificates (including, without limitation, any rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, interest rate option, currency transaction or credit swap). Solely with respect to and for purpose of any Hedge Transactions that are credit derivative transactions, the relevant Issuer will be “Seller”.

**Increased Cost of Hedging** means that the relevant Issuer, the Guarantor (if applicable) and/or any of their respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the relevant Issuer or the Guarantor, (if applicable), issuing and performing its obligations with respect to the Certificates, 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 relevant Issuer, the Guarantor, (if applicable) and/or any of their respective affiliates shall not be deemed an Increased Cost of Hedging.

**Interest** means, for the purposes of the definition of “First Ranking Interest”, a charge, security interest or other type of interest having similar effect.

**ISDA** means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

**July 2009 Supplement** means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

**Latest Maturity Restructured Bond or Loan** means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

**Latest Permissible Physical Settlement Date** means, in respect of partial cash settlement due to a Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date and, in respect of Partial Cash Settlement (as specified in the applicable Final Terms) in respect of a Deliverable Obligation comprised of Loans, the date that is 15 CLC Business Days after the Physical Settlement Date (or, in either case, any earlier date designated by the Calculation Agent following any determination by the Calculation Agent that the relevant Issuer, or the Delivery Agent on its behalf, is or will be unable to or it will be impractical for the relevant Issuer or the Delivery Agent on its behalf to Deliver all or any portion of the Deliverable Obligations specified in a Notice of Physical Settlement).

**Legacy Reference Entity** has the meaning given to such term in Credit Linked Condition 6.2(b).

**Leverage Factor** means, with respect to a Leveraged CLC, the factor specified as such in the applicable Final Terms.

**Leveraged CLC** means Credit Linked Certificates specified as such in the applicable Final Terms.

**Limitation Date** means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **2.5-year Limitation Date**), 5 years (the **5-year Limitation Date**), 7.5 years, 10 years, 12.5 years, 15 years or 20 years (the **20-year Limitation Date**), as applicable. Limitation Dates shall not be subject to adjustment unless the applicable Final Terms specify an adjustment to Limitation Date(s) in accordance with a Business Day Convention specified for such purpose in the applicable Final Terms.

**Linear Basket CLC** means Credit Linked Certificates (other than Nth-to-Default CLCs) where the relevant Issuer purchases credit protection from the Certificateholders in respect of a basket of Reference Entities, as specified in the applicable Final Terms.

**Listed** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Deliverable Obligation Characteristics shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

**Loan** means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

**London Business Day** means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

**LPN** means any bond issued in the form of a loan participation Certificate.

**LPN Issuer** means, in respect of any LPN, the entity which issued the relevant LPN.

**LPN Reference Obligation** means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. Any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

**Maximum Maturity** means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than:

- (a) the period specified in relation to a Reference Entity; or
- (b) if no such period is so specified, 30 years.

**Merger Event** means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Redemption Date the relevant Issuer or the Guarantor (if applicable) consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity, the relevant Issuer or the Guarantor as applicable, or (if applicable) the Guarantor and a Reference Entity or the relevant Issuer and a Reference Entity become Affiliates.

**Merger Event Redemption Date** means the date specified by the relevant Issuer in the notice to Certificateholders.

**Minimum Quotation Amount** means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of:

- (a) U.S.\$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and
- (b) the Quotation Amount.

**Modified Eligible Transferee** means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

**Modified Restructuring Maturity Limitation Date** means with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Redemption Date, provided that, in circumstances where the Scheduled Redemption Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. With respect to a Reference Entity for which Restructuring is an applicable Credit Event and for which “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms and for which the Scheduled Redemption Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Scheduled Redemption Date is either:

- (a) on or prior to the 2.5-year Limitation Date; or
- (b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists,

the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Scheduled Redemption Date is later than:

- (i) the 2.5-year Limitation Date and no Enabling Obligation exists; or
- (ii) the 20-year Limitation Date,

the Modified Restructuring Maturity Limitation Date will be the Scheduled Redemption Date.

**Multiple Holder Obligation** means an Obligation that:

- (a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three (3) holders that are not Affiliates of each other; and
- (b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in paragraph (b) above.

**MV Trigger** means, with respect to Leveraged CLCs, the amount specified as such in the applicable Final Terms.

**Next Currency Fixing Time** means 4.00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

**No Auction Announcement Date** means, with respect to any Reference Entity, the date on which ISDA announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;
- (b) following the occurrence of a Credit Event which is a Restructuring in respect of such Reference Entity for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Final Terms, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event for which any Hedge Transaction is an Auction Covered Transaction following a prior public announcement by ISDA to the contrary.

**Non-Capped Reference Entity** means a Reference Entity which is not a Capped Reference Entity.

**NOPS Amendment Notice** means a notice from the relevant Issuer to the Calculation Agent notifying it, that the relevant Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective) or the detailed description(s) thereof.

**Not Bearer** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

**Not Contingent** means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Convertible

Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right:

- (a) to convert or exchange such obligation; or
- (b) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities),

has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in paragraphs (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

**Not Domestic Currency** means any obligation that is payable in any currency other than the Domestic Currency.

**Not Domestic Issuance** means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

**Not Domestic Law** means any obligation that is not governed by the laws of:

- (a) the relevant Reference Entity, if such Reference Entity is a Sovereign; or
- (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign.

**Not Sovereign Lender** means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as “Paris Club debt”.

**Not Subordinated** means an obligation that is not Subordinated to:

- (a) the most senior Reference Obligation in priority of payment; or
- (b) if no Reference Obligation is specified in the applicable Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity,

provided that, if any of the events set forth under sub-paragraph (a) of the definition of “Substitute Reference Obligation” have occurred with respect to all of the Reference Obligations or if the last paragraph of the definition of “Successor” applies with respect to the Reference Obligation (each, in each case, a **Prior Reference Obligation**) and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, “Not Subordinated” shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment.

For purposes of determining whether an obligation satisfies the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation or each Prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred, and shall not reflect any change to such ranking in priority of payment after such date.

**Notice Cut-Off Date** has the meaning set out in Credit Linked Condition 4.7(b) (*Procedure by the relevant Issuer and others*).

**Notice Delivery Period** means the period from and including the Trade Date to and including the date fifteen CLC Business Days (or such other number of days as may be specified in the applicable Final Terms) after the Extension Date (or, if the relevant Credit Event is a Restructuring and either Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified (or deemed specified) in the applicable Final Terms, the later of:

- (a) such date; and
- (b) the date that is 65 Business Days following the Final List Publication Date).

**Notice of Physical Settlement** means a notice delivered from the relevant Issuer to the Calculation Agent and the Certificateholders on or prior to the later of:

- (a) 65 CLC Business Days following the Final List Publication Date;
- (b) subject to sub-paragraph (c) below, 25 CLC Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Auction Final Price Determination Date (in each case if any and if applicable); and
- (c) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the relevant Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Calculation Agent by the Restructuring Exercise Date, five (5) CLC Business Days following such Restructuring Exercise Date,

that:

- (i) irrevocably confirms that the relevant Issuer will redeem the Credit Linked Certificates by physical delivery in accordance with Credit Linked Condition 4 (*Physical Settlement*);
- (ii) contains a detailed description of the Deliverable Obligations that the relevant Issuer will Deliver (or procure Delivery of) to the Certificateholders, including the Outstanding Amount;
- (iii) where the relevant Credit Event is a Restructuring and either “Restructuring Maturity Limitation Date and Fully Transferable Obligation Applicable” and “Modified Restructuring Maturity Limitation Date and Conditionally Transferable Obligation Applicable” is specified (or deemed specified) in the applicable Final Terms and the Scheduled Redemption Date of the Credit Linked Certificates is later than:
  - (A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
  - (B) the 2.5 year Limitation Date,
 contains a detailed description of at least one Enabling Obligation (if any such Enabling Obligation exists);
- (iv) sets out the Transaction Auction Settlement Terms applicable for the purposes of determining the Auction Final Price for the purposes of determining the occurrence of a Hedge Disruption Event (if applicable); and
- (v) sets out the Final Price and the Auction Final Price with respect to each Deliverable Obligation for the purposes of determining the Partial Cash Settlement Amount (if any).

In relation to Credit Linked Certificates (other than Leveraged CLCs), the Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date equal to the Floating Rate Payer Calculation Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.



In relation to Leveraged CLCs, the Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) such that their value on the Settlement Valuation Date as determined by the Calculation Agent in its sole discretion is equal to:

NA - [N\* (1-MV)]

subject to any Physical Settlement Adjustment;

where:

“**MV**” is an amount equal to the market value of the Deliverable Obligation on or around the Settlement Valuation Date as determined by the Calculation Agent in its sole discretion;

“**N**” means the Floating Rate Payer Calculation Amount or the Exercise Amount, as the case may be; and

“**NA**” is an amount equal to the aggregate outstanding nominal amount of the Leveraged CLCs (if they are represented by a Global Certificate) or the Calculation Amount multiplied by the Calculation Amount Factor (if the Leveraged CLCs are in definitive form).

The relevant Issuer may, from time to time, deliver to the Calculation Agent in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, the relevant Issuer may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Calculation Agent (given in the manner specified above) prior to the relevant Delivery Date, it being understood that such notice of correction shall not constitute a NOPS Amendment Notice.

**Notice of Publicly Available Information** means an irrevocable notice from the Calculation Agent (which may be by telephone) to the relevant Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (a) and (b) of the definition of “Repudiation/Moratorium”. The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in the Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information. Where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall be deemed to be a Notice of Publicly Available Information.

**Notional Credit Derivative Transaction** means, with respect to any Credit Linked Certificate and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the relevant Issuer, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

- (a) the “Trade Date” is the Trade Date, if specified in the applicable Final Terms and if not, the Issue Date;
- (b) the “Scheduled Termination Date” is the Scheduled Redemption Date;
- (c) the “Reference Entit(y)(ies)” thereunder is (are) such Reference Entit(y)(ies); and

- (d) the remaining terms as to credit linkage are consistent with the terms of such Credit Linked Certificate as it relates to such Reference Entity.

**Nth** means, where the applicable Final Terms specify that “Nth-to-Default CLC” is applicable, such number as may be specified in such Final Terms.

**Nth-to-Default CLC** means any Credit Linked Certificate in respect to which the relevant Issuer purchases credit protection from Certificateholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of a Credit Event and the satisfaction of the Conditions to Settlement with respect to the Nth Reference Entity, the Certificates will be redeemed in accordance with Credit Linked Conditions 2.2 (*Redemption following satisfaction of Conditions to Settlement*) and 2.3 (*Nth-to-Default CLCs*).

**Obligation** means:

- (a) each obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified in relation to a Reference Entity, as provider of any Qualifying Guarantee) described by the Obligation Category specified in the applicable Final Terms, and having each of the Obligation Characteristics specified in the applicable Final Terms (but excluding any Excluded Obligation), in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice or a notice to ISDA which results in the occurrence of the Credit Event Resolution Request Date, as applicable, but excluding any Excluded Obligation;
- (b) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (c) any other obligation of a Reference Entity specified as such in the applicable Final Terms.

**Obligation Acceleration** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**Obligation Category** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

**Obligation Characteristic** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity.

**Obligation Currency** means the currency or currencies in which an Obligation is denominated.

**Obligation Default** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**Officer’s Certification** means a certificate signed by a director (or other substantively equivalent title) of the relevant Issuer which shall certify the occurrence of a Credit Event with respect to a Reference Entity.

**Original Bonds** means any Bonds comprising part of the relevant Deliverable Obligations.

**Original Loans** means any Loans comprising part of the relevant Deliverable Obligations.

**Outstanding Amount** means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

**Outstanding Principal Balance** means:

- (a) with respect to any Accreting Obligation, the Accreted Amount thereof;
- (b) with respect to any Exchangeable Obligation that is not an Accreting Obligation, the outstanding principal balance of such obligation excluding any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is exchangeable; and
- (c) with respect to any other Obligation, the outstanding principal balance of such Obligation.

**Parallel Auction** means **Auction** as defined in any relevant Parallel Auction Settlement Terms.

**Parallel Auction Cancellation Date** means **Auction Cancellation Date** as defined in any relevant Parallel Auction Settlement Terms.

**Parallel Auction Final Price Determination Date** means the **Auction Final Price Determination Date** as defined in any relevant Parallel Auction Settlement Terms.

**Parallel Auction Settlement Terms** means, in respect of a Credit Event with respect to a Reference Entity, following the occurrence of a Restructuring for which either “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified (or deemed to be specified) in the applicable Final Terms and Credit Linked Certificates, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction (but the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations under the Transaction Auction Settlement Terms) and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

**Partial Cash Settlement Amount** means, where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

- (a) the relevant Auction Final Price or, if no Auction Final Price is available, the Final Price of such Undeliverable Obligations multiplied by;
- (b) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement.

**Partial Cash Settlement Date** means, in relation to a Reference Entity, the date falling three (3) CLC Business Days after the calculation of the Final Price or such other date falling such number of CLC Business Days after the calculation of the Final Price as is specified in the applicable Final Terms.

**Payment** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

**Payment Requirement** means the amount specified as such in the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not so specified in the applicable Final Terms, U.S.\$ 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

**Permissible Deliverable Obligations** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

**Permitted Currency** means:

- (a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership); or
- (b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of “AAA” or higher assigned to it by S&P, “Aaa” or higher assigned to it by Moody’s or “AAA” or higher assigned to it by Fitch Ratings.

**Physical Settlement** means the settlement method in accordance with Credit Linked Condition 2.2(b).

**Physical Settlement Adjustment** means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement, by an amount of Deliverable Obligations having a liquidation value equal to the Hedge Amount (if the Hedge Amount is a positive number, representing an amount payable by the relevant Issuer or its Affiliates in connection with the termination, settlement or re-hedge of any Hedge Transaction) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. Where the applicable Final Terms specify that Hedge Amount is not applicable, the Physical Settlement Adjustment shall be zero.

**Physical Settlement Adjustment Rounding Amount** means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the relevant Issuer by way of compensation for any Hedge Amount.

**Physical Settlement Date** means the last day of the longest Physical Settlement Period following the satisfaction of all applicable Conditions to Settlement as specified in relation to a Reference Entity or, if there is an Auction and if the Calculation Agent so elects, the Physical Settlement Date shall be the first CLC Business Day after the Auction Final Price is determined.

**Physical Settlement Period** means, subject to Credit Linked Condition 2.9 (*Suspension of Obligations*), the number of CLC Business Days specified as such in relation to a Reference Entity or, if a number of CLC Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement, the longest number of CLC Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

**Potential Cash Settlement Event** means an event beyond the control of the relevant Issuer (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding markets conditions or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Certificateholder to give the relevant Issuer details of accounts for settlement; or a failure of the Certificateholder to open or procure the opening of such accounts or if the Certificateholders are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

**Potential Failure to Pay** means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

**Potential Repudiation/Moratorium** means the occurrence of an event described in sub-paragraph (a) of the definition of “Repudiation/Moratorium”.

**Principal Protected Amount** means, with respect to Principal Protected CLCs, the amount specified as such in the applicable Final Terms, provided that if no amount is so specified, the Principal Protected Amount will be the then outstanding nominal amount of the Credit Linked Certificates.

**Principal Protected CLCs** means Credit Linked Certificates to which “Principal Protected CLC” is specified in the applicable Final Terms.

**Public Source** means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not so specified in the Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

**Publicly Available Information** means:

- (a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice has occurred and which:
  - (i) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the relevant Issuer, the Guarantor (if applicable) or any of their Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation;
  - (ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation; or
  - (iii) is information contained in any petition or filing instituting a proceeding described in sub-paragraph (d) of the definition of “Bankruptcy” against or by a Reference Entity; or
  - (iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.
- (b) In the event that the Calculation Agent is:
  - (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; and
  - (ii) a holder of the Obligation with respect to which a Credit Event has occurred, the Calculation Agent shall be required to deliver to the relevant Issuer an Officer’s Certification.
- (c) In relation to any information of any type described in sub-paragraphs (a)(ii), (a)(iii) and (a)(iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.

- (d) Publicly Available Information need not state:
- (i) in relation to the definition of “Downstream Affiliate”, the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
  - (ii) that such occurrence:
    - (A) has met the Payment Requirement or Default Requirement;
    - (B) is the result of exceeding any applicable Grace Period; or
    - (C) has met the subjective criteria specified in certain Credit Events.

**Qualifying Affiliate Guarantee** means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

**Qualifying Guarantee** means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an Underlying Obligation on behalf of the Underlying Obligor. Qualifying Guarantees shall exclude any arrangement:

- (a) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement; or
- (b) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced, assigned or otherwise altered (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

**Qualifying Participation Seller** means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

**Quotation** means, in respect of Reference Obligations, Valuation Obligations, Deliverable Obligations and Undeliverable Obligations, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five (5) or more CLC Dealers. If the Calculation Agent is unable to obtain two (2) or more such Full Quotations on the same CLC Business Day within three (3) CLC Business Days of a Relevant Valuation Date, then on the next following CLC Business Day (and, if necessary, on each CLC Business Day thereafter until the tenth CLC Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five (5) or more CLC Dealers and, if two (2) or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two (2) or more Full Quotations or a Weighted Average Quotation on the same CLC Business Day on or prior to the tenth CLC Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a CLC Dealer at the Valuation Time on such tenth CLC Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from CLC Dealers at the Valuation Time on such tenth CLC Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (b) If:
  - (i) “Include Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;

- (ii) “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
  - (iii) neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest, all Quotations shall be obtained in accordance with this determination.
- (c) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

**Quotation Amount** means:

- (a) with respect to a Reference Obligation or Valuation Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Floating Rate Payer Calculation Amount (or, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);
- (b) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Deliverable Obligation; and
- (c) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as sub-paragraph (a) above) of such Undeliverable Obligation.

**Redemption Date** means either:

- (a) the Scheduled Redemption Date; or
- (b) if the latest date referred to in paragraph (i) or (ii) below would fall after the Scheduled Redemption Date, such later date, being either:
  - (i) the date falling two (2) Business Days after the expiry of the Notice Delivery Period (or, if later, after the latest date on which it would be possible for the Calculation Agent to deliver a Credit Event Notice under paragraph (b)(iv) of the definition of “Event Determination Date”); or
  - (ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period in relation to a Reference Entity, the date falling 15 Business Days following any date on which the Credit Derivatives Determinations Committee Resolves that the relevant event does not constitute a Credit Event, or Resolves not to make such determination.

**Reference Entity** or **Reference Entities** mean the reference entity or reference entities specified in the applicable Final Terms and any Successor to a Reference Entity either:

- (a) as identified by the Calculation Agent in accordance with the definition of “Successor” on or following the Trade Date; or
- (b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has resolved that a Succession Event has occurred, in respect of a Succession Event Resolution Request Date. A Successor in accordance with the Rules shall in each case be a Reference Entity for

the Certificates, as the terms of which may be modified pursuant to Credit Linked Condition 6 (*Succession Event*).

**Reference Entity Spread** means in respect of a Reference Entity:

- (a) the lowest offer quotation received by the Calculation Agent from four dealers for a credit default swap on such Reference Entity with a notional amount equal to the Floating Rate Payer Calculation Amount specified for such Reference Entity with a termination date closest to the Scheduled Redemption Date of the Certificates (or the nearest standard maturity after the date if it is not possible to obtain at least one offer quotation); or
- (b) if it is not possible to obtain any offer quotation, a rate determined by the Calculation Agent in its sole and absolute discretion but acting in good faith and in a commercially reasonable manner.

**Reference Obligation** means:

- (a) the Reference Obligation specified as such in the applicable Final Terms in relation to a Reference Entity; and
- (b) any Substitute Reference Obligation.

**Reference Obligations Only** means any obligation that is a Reference Obligation and no Obligation Characteristics or, as the case may be, Deliverable Obligation Characteristics shall be applicable where Reference Obligations Only applies.

**Reference Obligations Only CLC** means Credit Linked Certificates in relation to which “Reference Obligations Only” is specified as applicable in the applicable Final Terms.

**Relevant Obligations** means:

- (a) subject to sub-paragraph (b) below, the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case; and
- (b) where “LPN Reference Entity” is applicable to a Reference Entity, each of the obligations listed as a Reference Obligation of such Reference Entity in the relevant “LPN Reference Obligation List” as published by Markit Group Limited, or any successor thereto, which list is currently available online on the Markit Group Limited website, any Additional LPN, and each Additional Obligation.

**Relevant Time** means with respect to any Reference Entity, Greenwich Mean Time or Tokyo time, as specified in the applicable Final Terms.

**Relevant Valuation Date** means the Settlement Valuation Date, Valuation Date or Undeliverable Valuation Date, as the case may be.

**Replaced Deliverable Obligation Outstanding Amount** means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

**Replacement Deliverable Obligation** means each replacement Deliverable Obligation that the relevant Issuer will, subject to Credit Linked Condition 4 (*Physical Settlement*), Deliver to the Certificateholders in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.



**Replacement Reference Entity** means an entity selected by the Calculation Agent in its discretion which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor’s Ratings Services and/or by Moody’s Investors Service Limited, at the date of the relevant Succession Event provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Certificateholders, the relevant Issuer or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Certificateholders, the relevant Issuer or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

**Representative Amount** means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

**Repudiation/Moratorium** means the occurrence of both of the following events:

- (a) an authorised officer of a Reference Entity or a Governmental Authority:
  - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
  - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

**Repudiation/Moratorium Evaluation Date** means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Redemption Date (determined by reference to the Relevant Time):

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
  - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
  - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

**Resolve** has the meaning given to that term in the Rules, and “Resolved” and “Resolves” shall be interpreted accordingly.

**Restructured Bond or Loan** means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

**Restructuring** means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly

provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
  - (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
  - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
  - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
  - (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.
- (b) Notwithstanding the provisions of sub-paragraph (a) above, none of the following shall constitute a Restructuring:
- (i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
  - (ii) the occurrence of, agreement to or announcement of any of the events described in sub-paragraphs (a)(i) to (v) (inclusive) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
  - (iii) the occurrence of, agreement to or announcement of any of the events described sub-paragraphs (a)(i) to (v) (inclusive) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.
- (c) For the purposes of sub-paragraphs (a) and (b) above and Credit Linked Condition 8.4 (*Multiple Holder Obligations*), the term “Obligation” shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in sub-paragraph (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in sub-paragraph (b) above shall continue to refer to the Reference Entity.

**Restructuring Date** means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**Restructuring Exercise Date** means the date that is 65 Business Days following the Final List Publication Date.

**Restructuring Maturity Limitation Date** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Redemption Date, provided that, in circumstances where the Scheduled Redemption Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a “Latest Maturity Restructured Bond or Loan”) and the Scheduled Redemption Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Scheduled Redemption Date is later than:

- (a) either:
  - (i) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
  - (ii) the 2.5-year Limitation Date,
 and, in either case, no Enabling Obligation exists; or
- (b) the 20-year Limitation Date,

the Restructuring Maturity Limitation Date will be the Scheduled Redemption Date.

**Revised Currency Rate** means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

- (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
- (b) if such rate is not available at such time, by the Calculation Agent in a commercially reasonable manner after consultation with the parties.

**Rules** means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

**Scheduled Redemption Date** means the date specified as such in the applicable Final Terms. Such date shall be subject to adjustment in accordance with the Business Day Convention specified to apply in relation to “Business Day Adjustment”.

**Senior Obligation** means, for the purposes of the definitions of “Subordination” and “Subordinated Obligation”, an obligation of the Reference Entity to which the Subordinated Obligation is being compared.

**Settlement Currency** means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

**Settlement Method** means:

- (a) the Auction Settlement, Cash Settlement or Physical Settlement, as specified in the Final Terms; or
- (b) if no Settlement Method is specified in the Final Terms, Auction Settlement.

**Settlement Valuation Date** means the date being three (3) CLC Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement is given or, as the case may be, changed at any time after the third CLC Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three (3) CLC Business Days after such Notice of Physical Settlement is given.

**Single Reference Entity CLC** means Credit Linked Certificates in relation to which the relevant Issuer purchases credit protection from the Certificateholders in respect of only one (1) Reference Entity.

**Sovereign** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

**Sovereign Agency** means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

**Sovereign Restructured Deliverable Obligation** means an Obligation of a Sovereign Reference Entity:

- (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred; and
- (b) described by the Deliverable Obligation Category specified in relation to a Reference Entity,

and, subject as set out in the definition of “Deliverable Obligation Category”, having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

**Specified Currency** means, for the purposes of determining compliance with the Obligation Characteristics and Deliverable Obligation Characteristics only an obligation that is payable in the currency or currencies specified as such in relation to a Reference Entity (or, if Specified Currency is specified in the applicable Final Terms and no currency is so specified, any of the Standard Specified Currencies).

**Spread Trigger** means, with respect to Leveraged CLCs, means the percentage specified as such in the applicable Final Terms with respect to the closest specified remaining maturity (in years) of the Credit Linked Certificates as at the relevant FMV Determination Date.

**Standard Specified Currencies** means the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies.

**Subordinated Obligation** means, for the purposes of the definitions of “Subordination” and “Senior Obligation”, an obligation of the Reference Entity which is being compared to such Senior Obligation.

**Subordination** means, with respect to a Subordinated Obligation and a Senior Obligation, a contractual, trust or other similar arrangement providing that (a) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (b) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. “Subordinated” will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

**Substitute Reference Obligation** means one or more obligations of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

- (a) In the event that:
  - (i) a Reference Obligation is redeemed in whole; or
  - (ii) in the opinion of the Calculation Agent:
    - (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments);

- (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or
  - (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.
- (b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that:
- (i) ranks pari passu (or, if no such Obligation exists, then, at the relevant Issuer's option, an Obligation that ranks senior) in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligations and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date);
  - (ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations of the Credit Linked Certificates; and
  - (iii) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of a Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.
- (c) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to one or more but not all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.
- (d) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.
- (e) If:
- (i) more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under sub-paragraph (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for any of the Reference Obligations; or
  - (ii) only one specific Reference Obligation is identified as a Reference Obligation in relation to the Credit Linked Certificates, any of the events set forth under sub-paragraph (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation, then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the Extension Date.

- (f) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation’s CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

**succeed** for the purposes of the provisions relating to the determination of Successor and the definitions of “Successor” and “Succession Event”, means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (a) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (b) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to paragraph (a) of the definition of “Successor” shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

**Succession Event** means:

- (a) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or
- (b) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, “Succession Event” shall not include an event:

- (i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event; or
- (ii) with respect to which the legally effective date (or, in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date (determined by reference to the Relevant Time).

**Succession Event Backstop Date** means:

- (a) for purposes of any event that constitutes a Succession Event in relation to the Reference Entity, as determined by DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to the Relevant Time); or
- (b) otherwise, the date that is 90 calendar days prior to the earlier of:
- (i) the date on which the relevant Issuer determines that a Succession Event has occurred; and
- (ii) the Succession Event Resolution Request Date if:
- (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraphs (a) and (b) of the definition of “Succession Event Resolution Request Date” are satisfied in accordance with the Rules;
- (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters; and

- (C) the relevant Issuer and/or the Calculation Agent determines, not more than fifteen CLC Business Days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, that a Succession Event has occurred.

The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the applicable Final Terms that the Succession Event Backstop Date will be adjusted in accordance with a specified Business Day Convention.

**Succession Event Resolution Request Date** means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred:
  - (i) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event; or
  - (ii) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**Successor** means in relation to any Reference Entity, each Successor that ISDA has publicly announced, including prior to the Trade Date, that the relevant Credit Derivatives Determinations Committee has Resolved is a Successor to the original Reference Entity pursuant to a Succession Event that occurred on or following the Succession Event Backstop Date in accordance with the Rules; or if no Successor has been identified by a Credit Derivatives Determinations Committee:

- (a) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set out below:
  - (i) if one entity directly or indirectly succeeds to 75 per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event, that entity will be the sole Successor in respect of the relevant Reference Entity;
  - (ii) if only one entity directly or indirectly succeeds to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;
  - (iii) if more than one entity each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remains with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor;
  - (iv) if one or more entities each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;
  - (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the

Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor; and

- (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor.
- (b) in relation to a Sovereign Reference Entity, any direct or indirect successor(s) to that Reference Entity irrespective of whether such successor(s) assumes any of the obligations of such Reference Entity.

In the case of sub-paragraph (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than 14 calendar days after the legally effective date of the relevant Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set out in sub-paragraphs (a)(i) to (vi) (inclusive) above have been met, or which entity qualifies under sub-paragraphs (a)(iv) above, as applicable. In calculating the percentages used to determine whether the relevant thresholds set out in sub-paragraph (a) above have been met, or which entity qualifies under sub-paragraph (a)(vi) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Best Available Information and shall notify the relevant Issuer and the Certificateholders of such calculation; provided that the Calculation Agent will not make such determination if, at such time, either:

- (A) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraph (a) above and sub-paragraphs (a) and (b) of the definition of “Succession Event Resolution Request Date” are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor); or
- (B) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event for purposes of any Hedge Transaction has occurred.

**Supranational Organisation** means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

**Surviving Reference Entity** has the meaning given to such term in Credit Linked Condition 6.2(b).

**Trade Date** means the date specified as such in the applicable Final Terms.

**Transaction Auction Settlement Terms** means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

**Transaction Type** means any “Transaction Type” specified as such in the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date and as published by ISDA, as at the date of the Base Prospectus, at <http://www.isda.org>.



**Transferable** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

- (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or
- (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds,

and, if specified as applicable to a Deliverable Obligation Category, the Transferable Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are not Loans.

**Undeliverable Obligation** means a Deliverable Obligation included in the Notice of Physical Settlement which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Certificateholder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible, impracticable or illegal to Deliver on the Physical Settlement Date.

**Undeliverable Valuation Date** means the date that is five (5) CLC Business Days after the Latest Permissible Physical Settlement Date or, as applicable, the Extended Physical Settlement Date.

**Underlying Finance Instrument** means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

**Underlying Loan** means where the LPN Issuer provides a loan to the Reference Entity.

**Underlying Obligation** means an obligation in respect of which the Reference Entity has agreed to pay all the amounts due thereunder.

**Underlying Obligor** means, the party which is the actual obligor of an Underlying Obligation.

**Valuation Date** means:

- (a) any CLC Business Day falling within 122 CLC Business Days following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later CLC Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or
- (b) if “Cash Settlement” is applicable as a Fallback Settlement Method, any CLC Business Day falling within 122 CLC Business Days following the Event Determination Date, as selected by the Calculation Agent in its sole and absolute discretion; or
- (c) if Partial Cash Settlement applies, the date which is up to fifteen CLC Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent in its sole and absolute discretion).

**Valuation Obligation** means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Linked Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Qualifying Guarantee or, as the case may be, Qualifying Affiliate Guarantee), which would constitute a “Deliverable Obligation” if Physical Settlement were the applicable Settlement Method as selected by the relevant Issuer in its sole and absolute discretion on the applicable Valuation Date, provided that, for such purpose:

- (a) any reference to the words “Delivery Date” in the definitions of “Conditionally Transferable Obligation”, “Deliverable Obligation”, within any of the terms comprising “Deliverable Obligation Category” or “Deliverable Obligation Characteristic” and “Due and Payable Amount” shall be deemed to be a reference to the words “Relevant Valuation Date”;
- (b) the deletion of the words “being Delivered” in the definition of “Deliverable Obligation”; and
- (c) the deletion of the whole of the second paragraph within the definition of “Not Contingent” and replacing it with the following:

“If an Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Obligation may only be included in the Valuation Obligations Portfolio if the rights referred to in sub-paragraphs (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Relevant Valuation Date.”

Where used in this definition of “Valuation Obligation”, the term “Deliverable Obligation” is for convenience only and is not intended to amend the selected settlement method.

**Valuation Obligations Portfolio** means the Reference Obligation and/or one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Principal Balance selected by the Calculation Agent in its sole and absolute discretion provided that the aggregate of such Outstanding Principal Balances (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent in its sole and absolute discretion)), shall not exceed the relevant Floating Rate Payer Calculation Amount.

**Valuation Time** means the time specified in relation to a Reference Entity or, if no time is so specified, 11.00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

**Voting Shares** shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

**Weighted Average Final Price** means the weighted average of the Final Prices determined for each selected Valuation Obligation and/or Reference Obligation of a Reference Entity in the Valuation Obligations Portfolio, weighted by the Currency Amount of each such Valuation Obligation (or its equivalent in the Settlement Currency, converted by the Calculation Agent, in a commercially reasonable manner, by reference to exchange rates in effect at the time of such determination).

**Weighted Average Quotation** means, in accordance with the bid quotations provided by the CLC Dealers, the weighted average of firm quotations obtained from the CLC Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Valuation Obligation, Reference Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (in the case of Deliverable Obligations only, but of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

## ANNEX 3 – ALTERNATIVE CURRENCY CONDITIONS

*This annex sets out additional terms and conditions for Certificates that are Alternative Currency Certificates.*

*The terms and conditions applicable to Alternative Currency Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Alternative Currency Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following terms and conditions (the **Alternative Currency Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Alternative Currency Equivalent is applicable. These Alternative Currency Conditions are subject to completion in accordance with the applicable Final Terms.*

### 1 SHIBOR

**SHIBOR** means the Shanghai Interbank Offered Rate as published on <http://www.shibor.org>, by China Foreign Exchange Trade System & National Interbank Funding Centre under the authorisation of the People’s Bank of China, at around 11.30 a.m., Beijing time on each Business Day, including 8 critical terms, i.e. O/N, 1W, 2W, 1M, 3M, 6M, 9M, 1Y, each representing the rate for the corresponding period.

If a Rate of Interest is specified in the Final Terms as SHIBOR, “SHIBOR” will be the rate determined by the relevant Issuer acting by and through its Hong Kong Branch (or, if one is specified in the applicable Final Terms, the Calculation Agent instead of the relevant Issuer acting by and through its Hong Kong Branch) on the following basis:

- (a) If, at or around 11:30 a.m. (Beijing time) on the Interest Determination Date or the Redemption Determination Date (as the case may be), a relevant SHIBOR is published on <http://www.shibor.org>, then the relevant SHIBOR will be that rate; and for the purposes of these Conditions, the relevant SHIBOR means SHIBOR in a critical term corresponding to the relevant Interest Period.
- (b) If for any reason the relevant SHIBOR is not published in respect of a certain Interest Determination Date or Redemption Determination Date (as the case may be), the relevant SHIBOR in respect of the business day immediately preceding that Interest Determination Date or Redemption Determination Date (as the case may be) shall be applied in place thereof.

### 2 DEFINITIONS

**Alternative Currency** means Hong Kong dollar or such other currency as may be specified as such in the applicable Final Terms (or any lawful successor currency to that currency).

**Alternative Currency Event** means any one of Illiquidity, Non-Transferability and Inconvertibility.

**Alternative Settlement Rate** means the spot rate between the Scheduled Payment Currency and the Alternative Currency determined by the Calculation Agent, taking into consideration all available information which the Calculation Agent deems relevant (including, but not limited to, if the Scheduled Payment Currency is CNY, the pricing information obtained from the CNY non-deliverable market outside the PRC and/or the CNY exchange market inside the PRC).

**Dual Currency (Interest) Feature** has the meaning set out in Chapter 11 (*Dual Currency (Interest) Payoff Feature Conditions*) of Annex 6 (*Payoff Feature Conditions*).

**Dual Currency (Redemption) Payoff Feature** has the meaning set out in Chapter 3 (*Dual Currency (Redemption) Payoff Feature Conditions*) of Annex 6 (*Payoff Feature Conditions*).

**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 the Scheduled Payment Currency Jurisdiction.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Inconvertibility** means the occurrence of any event that makes it impossible, impracticable or illegal for the relevant Issuer and/or any of its affiliates to convert any amount into or from the Scheduled Payment Currency as may be required to be paid by the relevant Issuer under the Certificates on any payment date or such other amount as may be determined by the Calculation Agent in its sole and absolute discretion at the general Scheduled Payment Currency exchange market in the Scheduled Payment Currency Jurisdiction, other than where such impossibility, impracticability or illegality is due solely to the failure of that party 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 of the relevant Series of Certificates and it is impossible for the relevant Issuer and/or any of its affiliates, due to an event beyond the control of the relevant Issuer or the relevant affiliate, to comply with such law, rule or regulation).

**Interest Currency** has the meaning set out in the Dual Currency (Interest) Feature.

**Illiquidity** means the general Scheduled Payment Currency exchange market in the Scheduled Payment Currency Jurisdiction becomes illiquid as a result of which the relevant Issuer and/or any of its affiliates cannot obtain sufficient Scheduled Payment Currency in order to make a payment or perform any other of its obligations under the Certificates, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

**Non-Transferability** means the occurrence of any event that makes it impossible, impracticable or illegal for the relevant Issuer and/or any of its affiliates to deliver the Scheduled Payment Currency between accounts inside the Scheduled Payment Currency Jurisdiction or from an account inside the Scheduled Payment Currency Jurisdiction to an account outside the Scheduled Payment Currency Jurisdiction, other than where such impossibility, impracticability or illegality is due solely to the failure of the relevant Issuer and/or the relevant affiliate 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 relevant Issuer and/or any of its affiliates, due to an event beyond the control of the relevant Issuer and/or the relevant affiliate, to comply with such law, rule or regulation).

**PRC** means the People's Republic of China.

**Redemption Currency** has the meaning set out in the Dual Currency (Redemption) Payoff Feature.

**Scheduled Payment Currency** means the Specified Currency (or, in the case of Certificates to which the Dual Currency (Interest) Payoff Feature or the Dual Currency (Redemption) Payoff Feature applies, the Interest Currency or the Redemption Currency, as the case may be).

**Scheduled Payment Currency Jurisdiction** means (a) if CNY is specified in the applicable Final Terms as the Scheduled Payment Currency, Hong Kong or (b) any other jurisdiction specified as such in the applicable Final Terms with respect to any Scheduled Payment Currency.

### 3 ALTERNATIVE CURRENCY EVENT

If an Alternative Currency Event, as determined by the Calculation Agent in its sole and absolute discretion, exists on a date for payment of any amount in respect of any Certificate, the relevant Issuer may determine one or more of the following, and require the Calculation Agent to take such action or make such determination accordingly, in its sole and absolute discretion:

- (a) the relevant payment by the relevant Issuer be postponed to the date falling 10 Business Days after the date on which the Alternative Currency Event ceases to exist or, if that would not be possible (as determined by the relevant Issuer acting in good faith) as soon as reasonably practicable thereafter (provided that, in each case, the relevant payment made on such postponed date will be made without any interest or any other additional sum payable in respect of the postponement of the payment of such amount);
- (b) that the relevant Issuer's obligation to make a payment in Scheduled Payment Currency under the terms of the Certificates be replaced by an obligation to pay such amount in the Alternative Currency (converted at the Alternative Settlement Rate determined by the Calculation Agent as of a time selected in good faith by the Calculation Agent); and
- (c) by giving notice to the Certificateholders in accordance with the Conditions, the relevant Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Certificates, each Certificate being redeemed at its Early Redemption Amount.

Upon the occurrence of a Alternative Currency Event, the relevant Issuer shall give notice, as soon as practicable, to the Certificateholders in accordance with General Condition 11 (*Notices*) stating the occurrence of the Alternative Currency Event, giving brief details thereof and the action proposed to be taken in relation thereto.

Any payment made by the relevant Issuer in the Alternative Currency in accordance with these Alternative Currency Conditions will constitute valid payment and will not constitute a default in respect of the Certificates.

## ANNEX 4 – STANDARD PAYOFF CONDITIONS

*The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.*

*The terms and conditions applicable to the Linked Interest Rate on Linked Interest Certificates and/or the Redemption Payoff on Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Combination Interest Payoff specified in the applicable Final Terms as applicable, such Standard Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Combination Interest Payoff.*

*If the applicable Final Terms specify that a Standard Redemption Payoff is applicable for the purposes of a Combination Redemption Payoff specified in the applicable Final Terms as applicable, such Standard Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Combination Redemption Payoff.*

*If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Standard Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Payoff Feature.*

*If the applicable Final Terms specify that a Standard Redemption Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Standard Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Payoff Feature.*

*If the applicable Final Terms specify that a Standard Interest Payoff is applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, as the case may be, such Standard Interest Payoff shall only apply for the purposes of determining the Final Redemption Amount, Instalment Redemption Amount or Early Redemption Amount in accordance with the applicable Redemption Method.*

*All capitalised terms that are not defined in these Standard Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following chapters comprise the terms and conditions (the **Standard Payoff Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Standard Payoff Conditions is applicable. Only those chapters containing a payoff specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Standard Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*The Standard Payoff Conditions are set out as follows:*

### **Part A**

#### **Standard Interest Payoff Conditions**

*The interest payable (if any) on the Certificates may (i) be calculated using the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms), (ii) use one or more Linked Interest Rates, determined in accordance with one of the chapters which follows, as a component of*

*a formula if a Combination Interest Payoff is applicable (as may be specified in the applicable Final Terms and as described in greater detail in Annex 5 (Combination Payoff Conditions)), or (iii) be affected by a Payoff Feature which is dependent on the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Payoff Feature Conditions)).*

Standard Fixed Interest	Chapter 1
Standard Floating Interest	Chapter 2
Standard Asian Option Interest	Chapter 3
Standard Collar Interest	Chapter 4
Standard Floater Interest	Chapter 5
Standard Floored Floater Interest	Chapter 6
Standard Inverse Floater Interest	Chapter 7
Standard Strangle Interest	Chapter 8
Standard Alternative Basket Interest	Chapter 9
Standard Strangle Basket Interest	Chapter 10
Standard Option Basket Interest	Chapter 11
Standard Lookback Minimum Performance Interest	Chapter 12
Standard Lookback Maximum Performance Interest	Chapter 13
Standard Maximum-Minimum Interest	Chapter 14
Standard Volbond Interest	Chapter 15
Standard Year on Year Participation Interest	Chapter 16
Standard Lookback Maximum Performance Basket Interest	Chapter 17
Standard Lookback Minimum Performance Basket Interest	Chapter 18
Standard Maximum-Minimum Basket Interest	Chapter 19
Standard Volbond Basket Interest	Chapter 20
Standard Year on Year Participation Basket Interest	Chapter 21
Standard Fixed Digital Interest	Chapter 22
Standard Fixed-to-Floating Interest	Chapter 23
Standard Range Accrual Interest	Chapter 24
Standard Resettable Range Accrual Interest	Chapter 25
Standard 3D Range Accrual Interest	Chapter 26
Standard Total Range Accrual Interest	Chapter 27
Standard Fixed Digital Basket Interest	Chapter 28
Standard Power Interest	Chapter 29
Standard Dual Range Accrual Interest	Chapter 30
Standard Trend Participation Interest	Chapter 31
Standard Lookback Trend Participation Interest	Chapter 32
Standard Average Trend Participation Interest	Chapter 33

Standard Trend Participation Basket Interest	Chapter 34
Standard Average Trend Participation Basket Interest	Chapter 35
Standard Multi Fixed Digital Interest	Chapter 36
Standard Digital to Participation Interest	Chapter 37
Standard Knock-out Range Accrual Interest	Chapter 38
Standard Product Basket Interest	Chapter 39
Standard Multi Fixed Basket Interest	Chapter 40
Standard Fixed Range Accrual Basket Interest	Chapter 41

## **Part B**

### **Standard Redemption Payoff Conditions**

*The amount payable on redemption (if any) of the Certificate may (i) be calculated using the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms), (ii) use one or more Redemption Payoff, determined in accordance with one of the chapters which follows, as a component of a formula if a Combination Redemption Payoff is applicable (as may be specified in the applicable Final Terms and as described in greater detail in Annex 5 (Combination Payoff Conditions)), or (iii) be affected by a Payoff Feature which is dependent on the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Payoff Feature Conditions)).*

Standard Fixed Redemption	Chapter 1
Standard Asian Option Redemption	Chapter 2
Standard Collar Redemption	Chapter 3
Standard Floater Redemption	Chapter 4
Standard Floored Floater Redemption	Chapter 5
Standard Inverse Floater Redemption	Chapter 6
Standard Strangle Redemption	Chapter 7
Standard Alternative Basket Redemption	Chapter 8
Standard Strangle Basket Redemption	Chapter 9
Standard Option Basket Redemption	Chapter 10
Standard Lookback Minimum Performance Redemption	Chapter 11
Standard Lookback Maximum Performance Redemption	Chapter 12
Standard Maximum-Minimum Redemption	Chapter 13
Standard Volbond Redemption	Chapter 14
Standard Year on Year Participation Redemption	Chapter 15
Standard Lookback Maximum Performance Basket Redemption	Chapter 16
Standard Lookback Minimum Performance Basket Redemption	Chapter 17
Standard Maximum-Minimum Basket Redemption	Chapter 18
Standard Volbond Basket Redemption	Chapter 19
Standard Year on Year Participation Basket Redemption	Chapter 20



Standard Fixed Digital Redemption	Chapter 21
Standard Fixed-to-Floating Redemption	Chapter 22
Standard Range Accrual Redemption	Chapter 23
Standard Resettable Range Accrual Redemption	Chapter 24
Standard 3D Range Accrual Redemption	Chapter 25
Standard Total Range Accrual Redemption	Chapter 26
Standard Fixed Digital Basket Redemption	Chapter 27
Standard Power Redemption	Chapter 28
Standard Dual Range Accrual Redemption	Chapter 29
Standard Trend Participation Redemption	Chapter 31
Standard Lookback Trend Participation Redemption	Chapter 32
Standard Average Trend Participation Redemption	Chapter 33
Standard Trend Participation Basket Redemption	Chapter 34
Standard Average Trend Participation Basket Redemption	Chapter 35
Standard Multi Fixed Digital Redemption	Chapter 36
Standard Digital to Participation Redemption	Chapter 37
Standard Knock-out Range Accrual Redemption	Chapter 38
Standard Product Basket Redemption	Chapter 39
Standard Multi Fixed Basket Redemption	Chapter 40
Standard Fixed Range Accrual Basket Redemption	Chapter 41

## Standard Payoff Conditions: Part A: Chapter 1: Standard Fixed Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Interest to be applicable.*

*The following terms and conditions (the **Standard Fixed Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Interest (the **Standard Fixed Interest**) is applicable. These Standard Fixed Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 1 STANDARD FIXED INTEREST

*The Linked Interest Rate is calculated in accordance with the General Conditions and is not affected by the value of any Underlying.*

#### 1.1 Definitions and interpretation

For the purposes of these Standard Fixed Interest Payoff Conditions, the following terms shall have the following meanings:

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

#### 1.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Interest is applicable in respect of such Interest Accrual Period shall be calculated in accordance with General Condition 5.1 (*Interest on Fixed Rate Certificates*).
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Interest Payoff Condition 1.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 2: Standard Floating Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floating Interest to be applicable.*

*The following terms and conditions (the **Standard Floating Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floating Interest (the **Standard Floating Interest**) is applicable. These Standard Floating Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Floating Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 STANDARD FLOATING INTEREST

*The Linked Interest Rate is calculated as equal to the Rate of Interest determined in accordance with the General Conditions.*

#### 2.1 Definitions and interpretation

For the purposes of these Standard Floating Interest Payoff Conditions, the following terms shall have the following meanings:

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

#### 2.2 Linked Interest Rates

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floating Interest is applicable in respect of such Interest Accrual Period shall be calculated as equal to the Rate of Interest determined in accordance with General Condition 5.2 (*Interest on Floating Rate Certificates*).
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floating Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floating Interest Payoff Condition 2.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

### Standard Payoff Conditions: Part A: Chapter 3: Standard Asian Option Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Asian Option Interest to be applicable.*

*The following terms and conditions (the **Standard Asian Option Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Asian Option Interest (the **Standard Asian Option Interest**) is applicable. These Standard Asian Option Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Asian Option Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 3 STANDARD ASIAN OPTION INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Rate added to the result of Leverage multiplied by Average Underlying Value. The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Performance Observation Date corresponding to the Interest Accrual Period. The average value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Fixed Rate, the Cap and the Floor.*

#### 3.1 Definitions and interpretation

For the purposes of these Standard Asian Option Interest Payoff Conditions, the following terms shall have the following meanings:

**Average Underlying Value** means, with respect to an Interest Accrual Period, the arithmetic average of the Underlying Value on each of the Performance Observation Dates in respect of such Interest Accrual Period.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Performance Observation Date** means, with respect to an Interest Accrual Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Accrual Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 3.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Asian Option Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(Cap, \text{Max}(\text{Floor}, \text{Fixed Rate} + \text{Leverage} \times \text{Average Underlying Value}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Asian Option Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Asian Option Interest Payoff Condition 3.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 4: Standard Collar Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Collar Interest to be applicable.*

*The following terms and conditions (the **Standard Collar Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Collar Interest (the **Standard Collar Interest**) is applicable. These Standard Collar Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Collar Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 STANDARD COLLAR INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 4.1 Definitions and interpretation

For the purposes of these Standard Collar Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

#### 4.2 **Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Collar Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Collar Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Collar Interest Payoff Condition 4.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 5: Standard Floater Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floater Interest to be applicable.*

*The following terms and conditions (the **Standard Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floater Interest (the **Standard Floater Interest**) is applicable. These Standard Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 STANDARD FLOATER INTEREST

*The Linked Interest Rate is calculated as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the Floor.*

#### 5.1 Definitions and interpretation

For the purposes of these Standard Floater Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;



- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 5.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floater Interest Payoff Condition 5.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 6: Standard Floored Floater Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floored Floater Interest to be applicable.*

*The following terms and conditions (the **Standard Floored Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floored Floater Interest (the **Standard Floored Floater Interest**) is applicable. These Standard Floored Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Floored Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 6 STANDARD FLOORED FLOATER INTEREST

*The Linked Interest Rate is calculated as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the Floor.*

#### 6.1 Definitions and interpretation

For the purposes of these Standard Floored Floater Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 6.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floored Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Leverage} \times \text{Max}(\text{Floor}, \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Floored Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Floored Floater Interest Payoff Condition 6.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 7: Standard Inverse Floater Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Inverse Floater Interest to be applicable.*

*The following terms and conditions (the **Standard Inverse Floater Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Inverse Floater Interest (the **Standard Inverse Floater Interest**) is applicable. These Standard Inverse Floater Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Inverse Floater Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 7 STANDARD INVERSE FLOATER INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Rate. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Fixed Rate, the Cap and the Floor.*

#### 7.1 Definitions and interpretation

For the purposes of these Standard Inverse Floater Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 7.2 **Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Inverse Floater Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Fixed Rate} - \text{Leverage} \times \text{Underlying Value}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Inverse Floater Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Inverse Floater Interest Payoff Condition 7.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 8: Standard Strangle Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Interest to be applicable.*

*The following terms and conditions (the **Standard Strangle Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Interest (the **Standard Strangle Interest**) is applicable. These Standard Strangle Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Strangle Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 8 STANDARD STRANGLE INTEREST

*The Linked Interest Rate is calculated as the Absolute Value of the result of Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin and the effect of taking an Absolute Value of the result.*

#### 8.1 Definitions and interpretation

For the purposes of these Standard Strangle Interest Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 8.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Absolute Value (Leverage} \times \text{Underlying Value} + \text{Margin)}$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Strangle Interest Payoff Condition 8.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 9: Standard Alternative Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Alternative Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Alternative Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Alternative Basket Interest (the **Standard Alternative Basket Interest**) is applicable. These Standard Alternative Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Alternative Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 9 STANDARD ALTERNATIVE BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a)  $\text{Margin}_3$  added to the sum of the individual products of  $\text{Leverage}_k$  and the Underlying Value of each Underlying<sub>k</sub> and (b) the greater of (i)  $\text{Margin}_2$  added to the sum of the individual products of  $\text{Leverage}_j$  and the Underlying Value of each Underlying<sub>j</sub> and (ii)  $\text{Margin}_1$  added to the sum of the individual products of  $\text{Leverage}_i$  and the Underlying Value for each Underlying<sub>i</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation to define a cap and a floor and each will therefore have the potential to affect the Linked Interest Rate although it will be the sum of only one of the Baskets of Underlyings each multiplied by the relevant leverage which, together with the relevant margin, will determine the Linked Interest Rate.*

#### 9.1 Definitions and interpretation

For the purposes of these Standard Alternative Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**i, j, k** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage<sub>i</sub>, Leverage<sub>j</sub> or Leverage<sub>k</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>, Underlying<sub>j</sub> or Underlying<sub>k</sub>, as the case may be. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin<sub>1</sub>, Margin<sub>2</sub> or Margin<sub>3</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.



**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>, Underlying<sub>j</sub> and Underlying<sub>k</sub>** means an Underlying corresponding to an i, j and k number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying<sub>j</sub> together constitute a Basket or a Multi-Asset Basket, as applicable, all Underlying<sub>k</sub> together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying<sub>i</sub>, Underlying<sub>j</sub> and Underlying<sub>k</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub>** means the Underlying Value of an Underlying<sub>j</sub>.

**Underlying Value<sub>k</sub>** means the Underlying Value of an Underlying<sub>k</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each i.

$\Sigma$  (**Leverage<sub>j</sub> x Underlying Value<sub>j</sub>**) means the sum of the individual products of the Leverage<sub>j</sub> and the Underlying Value<sub>j</sub> for each j.

$\Sigma$  (**Leverage<sub>k</sub> x Underlying Value<sub>k</sub>**) means the sum of the individual products of the Leverage<sub>k</sub> and the Underlying Value<sub>k</sub> for each k.

## 9.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Alternative Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Margin}_3 + \Sigma (\text{Leverage}_k \times \text{Underlying Value}_k), \text{Max} \left( \text{Margin}_2 + \Sigma (\text{Leverage}_j \times \text{Underlying Value}_j), \text{Margin}_1 + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Alternative Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Alternative Basket Interest Payoff Condition 9.2(a) shall be used in

the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 10: Standard Strangle Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Strangle Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Basket Interest (the **Standard Strangle Basket Interest**) is applicable. These Standard Strangle Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Strangle Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 10 STANDARD STRANGLE BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the Absolute Value of the result of Margin added to the sum of the individual products of Underlying Value<sub>i</sub> and Leverage<sub>i</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Margin, the effect of taking an Absolute Value of part of the formula and the Cap.*

#### 10.1 Definitions and interpretation

For the purposes of these Standard Strangle Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 10.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap, Absolute Value} \left( \text{Margin} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Strangle Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Strangle Basket Interest Payoff Condition 10.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 11: Standard Option Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Option Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Option Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Option Basket Interest (the **Standard Option Basket Interest**) is applicable. These Standard Option Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Option Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 11 STANDARD OPTION BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor, and (ii) Margin added to Global Leverage added to the sum of the individual products of Underlying Value<sub>i</sub> and Leverage<sub>i</sub> for each i. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Margin, the Global Leverage, the Cap and the Floor.*

#### 11.1 Definitions and interpretation

For the purposes of these Standard Option Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma(\text{Leverage}_i \times \text{Underlying Value}_i)$  means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 11.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Option Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Margin} + \text{Global Leverage} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Option Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Option Basket Interest Payoff Condition 11.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part A: Chapter 12: Standard Lookback Minimum Performance Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Interest to be applicable.*

*The following terms and conditions (the **Standard Lookback Minimum Performance Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Interest (the **Standard Lookback Minimum Performance Interest**) is applicable. These Standard Lookback Minimum Performance Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Minimum Performance Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **12 STANDARD LOOKBACK MINIMUM PERFORMANCE INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### **12.1 Definitions and interpretation**

For the purposes of these Standard Lookback Minimum Performance Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Underlying Value** means, with respect to an Interest Accrual Period, the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 12.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Minimum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Minimum Performance Interest Payoff Condition 12.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.



## **Standard Payoff Conditions: Part A: Chapter 13: Standard Lookback Maximum Performance Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Interest to be applicable.*

*The following terms and conditions (the **Standard Lookback Maximum Performance Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Interest (the **Standard Lookback Maximum Performance Interest**) is applicable. These Standard Lookback Maximum Performance Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Maximum Performance Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **13 STANDARD LOOKBACK MAXIMUM PERFORMANCE INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The highest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### **13.1 Definitions and interpretation**

For the purposes of these Standard Lookback Maximum Performance Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Underlying Value** means, with respect to an Interest Accrual Period, the highest Underlying Value observed on any Interest Observation Date falling during the relevant Performance Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 13.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Maximum Performance Interest Payoff Condition 13.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 14: Standard Maximum-Minimum Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Interest to be applicable.*

*The following terms and conditions (the **Standard Maximum-Minimum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Interest (the **Standard Maximum-Minimum Interest**) is applicable. These Standard Maximum-Minimum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Maximum-Minimum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 14 STANDARD MAXIMUM-MINIMUM INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period subtracted from the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest and the highest value of the Underlying observed on any of the relevant days will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Cap and the Floor.*

#### 14.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Underlying Value** means, with respect to an Interest Accrual Period, the highest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Underlying Value** means, with respect to an Interest Accrual Period, the lowest Underlying Value observed on any Performance Observation Date falling during the relevant Interest Observation Period.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 14.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} - \text{Minimum Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Maximum-Minimum Interest Payoff Condition 14.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 15: Standard Volbond Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Interest to be applicable.*

*The following terms and conditions (the **Standard Volbond Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Interest (the **Standard Volbond Interest**) is applicable. These Standard Volbond Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Volbond Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 15 STANDARD VOLBOND INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the Absolute Value of the Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period subtracted from the Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.*

#### 15.1 Definitions and interpretation

For the purposes of these Standard Volbond Interest Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the Final Underlying Observation Date.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the Initial Underlying Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 15.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \text{Absolute Value} \left( \text{Final Underlying Value} - \text{Initial Underlying Value} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Volbond Interest Payoff Condition 15.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 16: Standard Year on Year Participation Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Interest to be applicable.*

*The following terms and conditions (the **Standard Year on Year Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Interest (the **Standard Year on Year Participation Interest**) is applicable. These Standard Year on Year Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Year on Year Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 16 STANDARD YEAR ON YEAR PARTICIPATION INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date corresponding to the relevant Interest Accrual Period divided by Underlying Value on the Initial Underlying Observation Date corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 16.1 Definitions and interpretation

For the purposes of these Standard Year on Year Participation Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the Final Underlying Observation Date.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the Initial Underlying Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 16.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Year on Year Participation Interest Payoff Condition 16.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.



## **Standard Payoff Conditions: Part A: Chapter 17: Standard Lookback Maximum Performance Basket Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Lookback Maximum Performance Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Basket Interest (the **Standard Lookback Maximum Performance Basket Interest**) is applicable. These Standard Lookback Maximum Performance Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Maximum Performance Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **17 STANDARD LOOKBACK MAXIMUM PERFORMANCE BASKET INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Maximum Basket Value (being the highest sum of the individual products of  $Leverage_i$  and Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date within the Interest Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the highest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### **17.1 Definitions and interpretation**

For the purposes of these Standard Lookback Maximum Performance Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Performance Observation Date,  $\sum (Leverage_i \times Underlying Value_i)$  on each Performance Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Basket Value** means, with respect to an Interest Accrual Period, the highest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  means the sum of the individual products of the Leverage<sub>i</sub> and Underlying Value<sub>i</sub> for each i.

**17.2 Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min (Cap, Max (Floor, Global Leverage} \times (\text{Maximum Basket Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Maximum Performance Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Maximum Performance Basket Interest Payoff Condition 17.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part A: Chapter 18: Standard Lookback Minimum Performance Basket Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Lookback Minimum Performance Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Basket Interest (the **Standard Lookback Minimum Performance Basket Interest**) is applicable. These Standard Lookback Minimum Performance Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Minimum Performance Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **18 STANDARD LOOKBACK MINIMUM PERFORMANCE BASKET INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value (being the lowest sum of the individual products of  $Leverage_i$  and Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date falling during the relevant Interest Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the lowest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### **18.1 Definitions and interpretation**

For the purposes of these Standard Lookback Minimum Performance Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Performance Observation Date,  $\sum (Leverage_i \times Underlying Value_i)$  on each Performance Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Basket Value** means, with respect to an Interest Accrual Period, the lowest Basket Value observed on any Performance Observation Date falling during an Observation Period.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each i.

**18.2 Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min (Cap, Max (Floor, Global Leverage} \times (\text{Minimum Basket Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Minimum Performance Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Minimum Performance Basket Interest Payoff Condition 18.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 19: Standard Maximum-Minimum Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Maximum-Minimum Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Basket Interest (the **Standard Maximum-Minimum Basket Interest**) is applicable. These Standard Maximum-Minimum Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Maximum-Minimum Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 19 STANDARD MAXIMUM-MINIMUM BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting Minimum Basket Value from Maximum Basket Value. The Minimum Basket Value is the lowest sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date within an Interest Observation Period. The Maximum Basket Value is the highest sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on any Performance Observation Date within an Interest Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Cap and the Floor.*

#### 19.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Performance Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on each Performance Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Maximum Basket Value** means, with respect to an Interest Accrual Period, the highest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Minimum Basket Value** means, with respect to an Interest Accrual Period, the lowest Basket Value observed on any Performance Observation Date falling during an Interest Observation Period.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each i.

## 19.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} - \text{Minimum Basket Value}) \right) \right)$$

and expressed as a percentage.



- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Maximum-Minimum Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Maximum-Minimum Basket Interest Payoff Condition 19.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 20: Standard Volbond Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Volbond Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Basket Interest (the **Standard Volbond Basket Interest**) is applicable. These Standard Volbond Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Volbond Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 20 STANDARD VOLBOND BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the Absolute Value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on the relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying<sub>i</sub> each observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.*

#### 20.1 Definitions and interpretation

For the purposes of these Standard Volbond Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Basket Value** means, with respect to an Interest Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Interest Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Basket Value** means the Basket Value on the relevant Final Underlying Observation Date.

**Final Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Initial Basket Value** means the Basket Value on the relevant Initial Underlying Observation Date.

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub>, and the Leverage<sub>i</sub> for each i.

## 20.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \text{Absolute Value} (\text{Final Basket Value} - \text{Initial Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Volbond Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Volbond Basket Interest Payoff Condition 20.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part A: Chapter 21: Standard Year on Year Participation Basket Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Year on Year Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Basket Interest (the **Standard Year on Year Participation Basket Interest**) is applicable. These Standard Year on Year Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Year on Year Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **21 STANDARD YEAR ON YEAR PARTICIPATION BASKET INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on any Interest Observation Date is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on such Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings each observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor:*

#### **21.1 Definitions and interpretation**

For the purposes of these Standard Year on Year Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to an Interest Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Interest Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Basket Value** means the Basket Value on the Final Underlying Observation Date.

**Final Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Initial Basket Value** means the Basket Value on the Initial Underlying Observation Date.

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

**21.2 Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Final Basket Value}}{\text{Initial Basket Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Year on Year Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Year on Year Participation Basket Interest Payoff Condition 21.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 22: Standard Fixed Digital Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Interest to be applicable.*

*The following terms and conditions (the **Standard Fixed Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Interest (the **Standard Fixed Digital Interest**) is applicable. These Standard Fixed Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 22 STANDARD FIXED DIGITAL INTEREST

*The Linked Interest Rate is calculated as either (a) if Underlying Value is (i) within the Range on the relevant Interest Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level<sub>n</sub> on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> or (b) otherwise, being Fixed Rate<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect whether Fixed Rate<sub>1</sub> or Fixed Rate<sub>2</sub> is used to calculate the Linked Interest Rate applicable to the Certificates.*

#### 22.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Interest Payoff Conditions, the following terms shall have the following meanings:

**Barrier Level** means the percentage or number specified as such in the applicable Final Terms.

**Barrier Level<sub>n</sub>** means a Barrier Level corresponding to an n number, as specified in the applicable Final Terms.

**Fixed Rate<sub>1</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>2</sub>** means the rate specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**n** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.



**Range<sub>4</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 22.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
  - (i) if the Underlying Value is (i) within the Range on the relevant Interest Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level<sub>n</sub> on the relevant Interest Observation Date, Fixed Rate<sub>1</sub>; or
  - (ii) otherwise, Fixed Rate<sub>2</sub>.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Digital Interest Payoff Condition 22.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 23: Standard Fixed-to-Floating Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed-to-Floating Interest to be applicable.*

*The following terms and conditions (the **Standard Fixed-to-Floating Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed-to-Floating Interest (the **Standard Fixed-to-Floating Interest**) is applicable. These Standard Fixed-to-Floating Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed-to-Floating Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 23 STANDARD FIXED-TO-FLOATING INTEREST

*The Linked Interest Rate is calculated as either (a) if Underlying Value is within the Range on the relevant Interest Observation Date, being Fixed Rate or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore (i) affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates and (ii) be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 23.1 Definitions and interpretation

For the purposes of these Standard Fixed-to-Floating Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 23.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed-to-Floating Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
  - (i) if the Underlying Value is within the Range on the relevant Interest Observation Date, be equal to the Fixed Rate; or
  - (ii) otherwise, be calculated as follows:

$$\text{Min (Cap, Max (Floor, Leverage} \times \text{Underlying Value} + \text{Margin))}$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed-to-Floating Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined

in accordance with Standard Fixed-to-Floating Interest Payoff Condition 23.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 24: Standard Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Range Accrual Interest (the **Standard Range Accrual Interest**) is applicable. These Standard Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 24 STANDARD RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value of the Underlying on the relevant Interest Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.*

#### 24.1 Definitions and interpretation

For the purposes of these Standard Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on an Interest Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 24.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Range Accrual Interest Payoff Condition 24.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 25: Standard Resettable Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Resettable Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard Resettable Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Resettable Range Accrual Interest (the **Standard Resettable Range Accrual Interest**) is applicable. These Standard Resettable Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Resettable Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 25 STANDARD RESETTABLE RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as the Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of Leverage multiplied by Global Underlying Value added to Margin<sub>2</sub>. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin<sub>1</sub> from Underlying Value on the relevant Range Accrual Fixing Date and the upper level used for the Resettable Range is calculated by adding Margin<sub>1</sub> to the Underlying Value on the relevant Range Accrual Fixing Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the way that the limits of the Resettable Range, used in the Accrual Factor, are calculated and the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.*

#### 25.1 Definitions and interpretation

For the purposes of these Standard Resettable Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on an Interest Observation Date.

**Initial Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the Range Accrual Fixing Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.



**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Resettable Range Accrual Level** means:

*(Initial Underlying Value – Margin<sub>1</sub>)*

**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range Accrual Day** means, in respect of each Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Range Accrual Fixing Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Resettable Range** means any one (only) of Resettable Range<sub>1</sub>, Resettable Range<sub>2</sub>, Resettable Range<sub>3</sub>, Resettable Range<sub>4</sub> or Resettable Range<sub>5</sub> as specified in the applicable Final Terms.

**Resettable Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day, Range Accrual Fixing Date or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Resettable Range Accrual Level** means:

*(Initial Underlying Value + Margin<sub>1</sub>)*

## 25.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Resettable Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Accrual Factor} \times \text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_2 \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Resettable Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Resettable Range Accrual Interest Payoff Condition 25.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 26: Standard 3D Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard 3D Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard 3D Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard 3D Range Accrual Interest (the **Standard 3D Range Accrual Interest**) is applicable. These Standard 3D Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard 3D Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 26 STANDARD 3D RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the relevant Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Global Underlying Value means the Underlying Value of the Global Underlying on an Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Linked Interest Rate since (i) the value of the relevant Underlying<sub>i</sub> affects the value of the corresponding Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the value of the Global Underlying is also used as a separate component in the formula used to calculate the Linked Interest Rate.*

#### 26.1 Definitions and interpretation

For the purposes of these Standard 3D Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor<sub>1</sub>** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 1 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor<sub>2</sub>** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 2 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor<sub>3</sub>** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 3 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero(0).

**Global Underlying** means the Underlying specified as such in the applicable Final Terms.

**Global Underlying Value** means the Underlying Value of the Global Underlying on the Interest Observation Date.

**i** means 1, 2 or 3 which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X, Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Range Accrual Level<sub>i</sub> and lower than the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Range Accrual Level<sub>i</sub> and lower than the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Range Accrual Level<sub>i</sub> or greater than the Upper Range Accrual Level<sub>i</sub>.

**Range Accrual Day** means, in respect of an Interest Observation Period each date specified as a Range Accrual Day, in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Range Accrual Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Upper Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 26.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard 3D Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$Accrual\ Factor_1 \times Accrual\ Factor_2 \times Accrual\ Factor_3 \times Min \left( Cap, Max \left( Floor, (Leverage \times Global\ Underlying\ Value + Margin) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard 3D Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard 3D Range Accrual Interest Payoff Condition 26.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 27: Standard Total Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Total Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard Total Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Total Range Accrual Interest (the **Standard Total Range Accrual Interest**) is applicable. These Standard Total Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Total Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 27 STANDARD TOTAL RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as the Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is 1 if on each Range Accrual Day during the relevant Interest Observation Period the Underlying Value is within the Range otherwise, it is 0. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Linked Interest Rate since the value of the relevant underlying (i) affects the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.*

#### 27.1 Definitions and interpretation

For the purposes of these Standard Total Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, one (1) if the Range Accrual Criteria is satisfied, otherwise, zero (0), in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on an Interest Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Minimum Number** means the number of Range Accrual Days as specified in the applicable Final Terms.

**Range** means any one (only) of  $\text{Range}_1$ ,  $\text{Range}_2$ ,  $\text{Range}_3$ ,  $\text{Range}_4$  or  $\text{Range}_5$  as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Criteria** means (i) if ‘Each’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on each of the Range Accrual Days in the relevant Interest Observation Period or (ii) if ‘Minimum Number’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on at least the Minimum Number of Range Accrual Days in the relevant Interest Observation Period.

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which maybe each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 27.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Total Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

*Accrual Factor*  $\times$  *Min (Cap, Max (Floor, (Leverage  $\times$  Global Underlying Value + Margin)))*

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Total Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Total Range Accrual Interest Payoff Condition 27.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.



## Standard Payoff Conditions: Part A: Chapter 28: Standard Fixed Digital Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Fixed Digital Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Basket Interest (the **Standard Fixed Digital Basket Interest**) is applicable. These Standard Fixed Digital Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Digital Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 28 STANDARD FIXED DIGITAL BASKET INTEREST

*The Linked Interest Rate is calculated as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> (b) otherwise, being Fixed Rate<sub>2</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect whether Fixed Rate<sub>1</sub> or Fixed Rate<sub>2</sub> is used to calculate the Linked Interest Rate applicable to the Certificates.*

#### 28.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Fixed Rate<sub>1</sub>** or **Fixed Rate<sub>2</sub>** means the rate specified as such in the applicable Final Terms.

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Range** means, in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying<sub>i</sub>** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying<sub>i</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>i</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>i</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>i</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>i</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value, Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

## 28.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
  - (i) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, Fixed Rate<sub>1</sub>; or
  - (ii) otherwise, Fixed Rate<sub>2</sub>.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Digital Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Digital Basket Interest Payoff Condition 28.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 29: Standard Power Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Power Interest to be applicable.*

*The following terms and conditions (the **Standard Power Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Power Interest (the **Standard Power Interest**) is applicable. These Standard Power Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Power Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 29 STANDARD POWER INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of 1 plus Leverage multiplied by Underlying Value exponentiated to the power of  $x$ . The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be). The value of the Underlying will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, Margin, Cap, Floor and the exponential part of the formula.*

#### 29.1 Definitions and interpretation

For the purposes of these Standard Power Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**x** means the value specified as such in the applicable Final Terms.

**(1 + Leverage x Underlying Value)<sup>x</sup>** means the result, exponentiated to the power of x, of Leverage multiplied by Underlying Value added to 1.

## 29.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Power Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (1 + \text{Leverage} \times \text{Underlying Value})^x + \text{Margin}))$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Power Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Power Interest Payoff Condition 29.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 30: Standard Dual Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Dual Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard Dual Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Dual Range Accrual Interest (the **Standard Dual Range Accrual Interest**) is applicable. These Standard Dual Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Dual Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 30 STANDARD DUAL RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by Basket Value added to Margin. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which each Underlying Value<sub>i</sub> is within its corresponding Underlying Value<sub>i</sub> Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Basket Value means the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> on an Interest Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect the Linked Interest Rate since (i) the value of each Underlying<sub>i</sub> affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (ii) the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> is also used as a component to calculate the Linked Interest Rate.*

#### 30.1 Definitions and interpretation

For the purposes of these Standard Dual Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which each Underlying Value<sub>i</sub> was within the Underlying Value<sub>i</sub> Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Basket Value** means  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Interest Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the

applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

**Lower Dual Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Dual Range Accrual Level<sub>i</sub> or greater than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date or Range Accrual Day, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Dual Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

∑ means the sum of the values which follow.

∑ (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and Underlying Value<sub>i</sub> for each *i*.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

### 30.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Dual Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$Accrual\ Factor \times Min \left( Cap, Max \left( Floor, (Global\ Leverage \times Basket\ Value + Margin) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Dual Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Dual Range Accrual Interest Payoff Condition 30.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 31: Standard Trend Participation Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Interest to be applicable.*

*The following terms and conditions (the **Standard Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Interest (the **Standard Trend Participation Interest**) is applicable. These Standard Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 31 STANDARD TREND PARTICIPATION INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin added to the result of the Underlying Value on the Underlying Observation Date<sub>1</sub> corresponding to the relevant Interest Accrual Period divided by the Underlying Value on the Underlying Observation Date<sub>2</sub> corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 31.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.



**Underlying<sub>Observation1</sub>** means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date<sub>1</sub>.

**Underlying<sub>Observation2</sub>** means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date<sub>2</sub>.

**Underlying Observation Date** means Underlying Observation Date<sub>1</sub> or Underlying Observation Date<sub>2</sub>, as the case may be.

**Underlying Observation Date<sub>1</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Observation Date<sub>2</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Value** means, with respect to an Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 31.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Trend Participation Interest Payoff Condition 31.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

**Standard Payoff Conditions: Part A: Chapter 32: Standard Lookback Trend Participation Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Trend Participation Interest to be applicable.*

*The following terms and conditions (the **Standard Lookback Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Trend Participation Interest (the **Standard Lookback Trend Participation Interest**) is applicable. These Standard Lookback Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

**32 STANDARD LOOKBACK TREND PARTICIPATION INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>1</sub> divided by (B) the lowest (if ‘Minimum Lookback’ is applicable) or highest (if ‘Maximum Lookback’ is applicable) Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest or the highest, as applicable, value of the Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

**32.1 Definitions and interpretation**

For the purposes of these Standard Lookback Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Performance Observation Date** means, with respect to a Performance Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other

date(s) (as specified in the applicable Final Terms) falling within such Performance Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Performance Observation Period** means Performance Observation Period<sub>1</sub> or Performance Observation Period<sub>2</sub>, as the case may be.

**Performance Observation Period<sub>1</sub>** means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Performance Observation Period<sub>2</sub>** means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>Observation Period1</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>1</sub>; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>1</sub>.

**Underlying<sub>Observation Period2</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>2</sub>; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Performance Observation Date falling during Performance Observation Period<sub>2</sub>.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**32.2 Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation Period 1}}}{\text{Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Lookback Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Lookback Trend Participation Interest Payoff Condition 32.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 33: Standard Average Trend Participation Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Interest to be applicable.*

*The following terms and conditions (the **Standard Average Trend Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Interest (the **Standard Average Trend Participation Interest**) is applicable. These Standard Average Trend Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Average Trend Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 33 STANDARD AVERAGE TREND PARTICIPATION INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Average Underlying<sub>Observation Period1</sub> divided by Average Underlying<sub>Observation Period2</sub>. Average Underlying<sub>Observation Period1</sub> and Average Underlying<sub>Observation Period2</sub> means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively, or (B) (if ‘Weighted Average’ is applicable) the sum of the Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Underlying Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The average value of the Underlying (which may be subject to a Weight if ‘Weighted Average’ is applicable) observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in this calculation and will therefore affect the Linked Interest Rate, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 33.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Interest Payoff Conditions, the following terms shall have the following meanings:

**Average Underlying<sub>Observation Period1</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Interest Average Date falling during Interest Observation Period<sub>1</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Interest Average Date falling during the Interest Observation Period<sub>1</sub> each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Interest Average Date falling during Interest Observation Period<sub>1</sub>.

**Average Underlying<sub>Observation Period2</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Interest Average Date falling during Interest Observation Period<sub>2</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Interest Average Date falling during the Interest Observation Period<sub>2</sub> each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Interest Average Date falling during Interest Observation Period<sub>2</sub>.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Average Date** means, with respect to an Interest Observation Period, each date specified as an Interest Average Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, as the case may be.

**Interest Observation Period<sub>1</sub>** means with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Interest Observation Period<sub>2</sub>** means with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Average Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Weight** means, with respect to an Interest Average Date, the number or percentage specified as such in the applicable Final Terms.

### 33.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Average Underlying}_{\text{Observation Period 1}}}{\text{Average Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Average Trend Participation Interest Payoff Condition 33.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

**Standard Payoff Conditions: Part A: Chapter 34: Standard Trend Participation Basket Interest**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Trend Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Basket Interest (the **Standard Trend Participation Basket Interest**) is applicable. These Standard Trend Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Trend Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

**34 STANDARD TREND PARTICIPATION BASKET INTEREST**

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of  $Basket_{\text{Observation1}}$  divided by  $Basket_{\text{Observation2}}$ .  $Basket_{\text{Observation1}}$  means the Basket Value observed on Underlying Observation Date<sub>1</sub> and  $Basket_{\text{Observation2}}$  means the Basket Value observed on Underlying Observation Date<sub>2</sub>. Basket Value on the relevant day is the sum of the individual products of  $Leverage_i$  and Underlying Value of each Underlying<sub>i</sub> observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying<sub>i</sub> observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.*

**34.1 Definitions and interpretation**

For the purposes of these Standard Trend Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket<sub>Observation1</sub>** means, with respect to an Interest Accrual Period, the Basket Value on the Underlying Observation Date<sub>1</sub>.

**Basket<sub>Observation2</sub>** means, with respect to an Interest Accrual Period, the Basket Value on the Underlying Observation Date<sub>2</sub>.

**Basket Value** means, with respect to an Underlying Observation Date,  $\sum(Leverage_i \times \text{Underlying Value}_i)$  on the relevant Underlying Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as 'not applicable', the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as 'not applicable', the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).



**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Observation Date** means an Underlying Observation Date<sub>1</sub> or a Underlying Observation Date<sub>2</sub>, as applicable.

**Underlying Observation Date<sub>1</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Observation Date<sub>2</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Value** means, with respect to an Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma (\text{Leverage}_i \times \text{Underlying Value}_i)$  means the sum of the individual products of the Underlying Value<sub>i</sub>, and the Leverage<sub>i</sub> for each i.

**34.2 Linked Interest Rate**

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Basket}_{\text{Observation 1}}}{\text{Basket}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Trend Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Trend Participation Basket Interest Payoff Condition 34.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 35: Standard Average Trend Participation Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Average Trend Participation Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Basket Interest (the **Standard Average Trend Participation Basket Interest**) is applicable. These Standard Average Trend Participation Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Average Trend Participation Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 35 STANDARD AVERAGE TREND PARTICIPATION BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Average Basket<sub>Observation Period1</sub> divided by Average Basket<sub>Observation Period2</sub>. Average Basket<sub>Observation Period1</sub> and Average Basket<sub>Observation Period2</sub> means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively or (B) (if ‘Weighted Average’ is applicable) (I) the sum of the Basket Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Interest Average Date divided by the aggregate Basket Value observed on each Interest Average Date falling during Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, respectively. Basket Value on the relevant day is the sum of the individual results of Leverage<sub>i</sub> multiplied by the Underlying Value of each Underlying<sub>i</sub> observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be at the relevant time. The sum of (which may be subject to a Weight if ‘Weighted Average’ is applicable) the value of each of the various Underlyings observed on each of the relevant days corresponding to the relevant Interest Accrual Period each multiplied by the relevant Leverage<sub>i</sub> will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### 35.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Average Basket<sub>Observation Period1</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period<sub>1</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Interest Average Date falling during the Interest Observation Period<sub>1</sub> each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Interest Average Date falling during the Interest Observation Period.

**Average Basket<sub>Observation Period2</sub>** means, with respect to an Interest Accrual Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Interest Average Date falling during Interest Observation Period<sub>2</sub>; or

- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Interest Average Date falling during the Interest Observation Period<sub>2</sub> each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Interest Average Date falling during the Interest Observation Period.

**Basket Value** means, with respect to an Interest Average Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Interest Average Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Average Date** means, with respect to an Interest Observation Period, each date specified as an Interest Average Date in the applicable Final Terms, which may be each date falling one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means Interest Observation Period<sub>1</sub> or Interest Observation Period<sub>2</sub>, as the case may be.

**Interest Observation Period<sub>1</sub>** means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Interest Observation Period<sub>2</sub>** means, with respect to an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Average Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Weight** means, with respect to an Interest Average Date, the number or percentage specified as such in the applicable Final Terms.

$\sum$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub>, and the Leverage<sub>i</sub> for each *i*.

$\sum$  means the sum of the values which follow in brackets.

### 35.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Average Basket}_{\text{Observation Period 1}}}{\text{Average Basket}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Average Trend Participation Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Average Trend Participation Basket Interest Payoff Condition 35.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 36: Standard Multi Fixed Digital Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Digital Interest to be applicable.*

*The following terms and conditions (the **Standard Multi Fixed Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Digital Interest (the **Standard Multi Fixed Digital Interest**) is applicable. These Standard Multi Fixed Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Multi Fixed Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 36 STANDARD MULTI FIXED DIGITAL INTEREST

*The Linked Interest Rate is calculated as (a) if the Underlying Value is within Range<sub>A</sub> on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate<sub>1</sub>; (b) otherwise, if the Underlying Value is within the Range<sub>B</sub> on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate<sub>2</sub>; (c) otherwise, if the Underlying Value is within the Range<sub>C</sub> on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate<sub>3</sub>; (d) otherwise, if the Underlying Value is within the Range<sub>D</sub> on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate<sub>4</sub>; (e) otherwise, if the Underlying Value is within the Range<sub>E</sub> on each or any, as the case may be, relevant Interest Observation Dates falling during the relevant Interest Observation Period, being Fixed Rate<sub>5</sub>; or (f) otherwise being Fixed Rate<sub>6</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which fixed rate is used to calculate the Linked Interest Rate applicable to the Certificates.*

#### 36.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Digital Interest Payoff Conditions, the following terms shall have the following meanings:

**Fixed Rate<sub>1</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>2</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>3</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>4</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>5</sub>** means the rate specified as such in the applicable Final Terms.

**Fixed Rate<sub>6</sub>** means the rate specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, with respect to an Interest Observation Period, each date specified as an Interest Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the

first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms, corresponding to Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> or Range<sub>E</sub>, as applicable.

**Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> and Range<sub>E</sub>** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that, on the relevant Interest Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that, on the relevant Interest Observation Date, the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that, on the relevant Interest Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that, on the relevant Interest Observation Date, the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that, on the relevant Interest Observation Date, the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms, corresponding to Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> or Range<sub>E</sub>, as applicable.

### 36.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as:
  - (i) if the Underlying Value is within the Range<sub>A</sub> on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate<sub>1</sub>; or

- (ii) otherwise, if the Underlying Value is within the Range<sub>B</sub> on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate<sub>2</sub>; or
  - (iii) otherwise, if the Underlying Value is within the Range<sub>C</sub> on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate<sub>3</sub>; or
  - (iv) otherwise, if the Underlying Value is within the Range<sub>D</sub> on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate<sub>4</sub>; or
  - (v) otherwise, if the Underlying Value is within the Range<sub>E</sub> on, if Any Dates is specified in the applicable Final Terms, any Interest Observation Date falling within the Interest Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Interest Observation Date falling during the Interest Observation Period, equal to the Fixed Rate<sub>5</sub>; or
  - (vi) otherwise, equal to the Fixed Rate<sub>6</sub>.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Digital Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Multi Fixed Digital Interest Payoff Condition 36.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.



## Standard Payoff Conditions: Part A: Chapter 37: Standard Digital to Participation Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Digital to Participation Interest to be applicable.*

*The following terms and conditions (the **Standard Digital to Participation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Digital to Participation Interest (the **Standard Digital to Participation Interest**) is applicable. These Standard Digital to Participation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Digital to Participation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 37 STANDARD DIGITAL TO PARTICIPATION INTEREST

*The Linked Interest Rate is calculated as either (a) if the Underlying Value is within the relevant Range on each Interest Observation Date falling within the Interest Observation Period, being the Fixed Rate or (b) otherwise, being the lesser of (i) Cap and (ii) the greater of (A) Floor and (B) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date<sub>1</sub> corresponding to the relevant Interest Accrual Period divided by the Underlying Value on the Underlying Observation Date<sub>2</sub> corresponding to the relevant Interest Accrual Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates and the value of Underlying observed on each of the relevant days corresponding to the relevant Interest Accrual Period will each be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 37.1 Definitions and interpretation

For the purposes of these Standard Digital to Participation Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, with respect to an Interest Observation Period, each date specified as an Interest Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Range** means any one (only) of  $\text{Range}_1$ ,  $\text{Range}_2$ ,  $\text{Range}_3$ ,  $\text{Range}_4$  or  $\text{Range}_5$  as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>Observation1</sub>** means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date<sub>1</sub>.

**Underlying<sub>Observation2</sub>** means, with respect to an Interest Accrual Period, the Underlying Value on the Underlying Observation Date<sub>2</sub>.

**Underlying Observation Date** means Underlying Observation Date<sub>1</sub> or Underlying Observation Date<sub>2</sub>.

**Underlying Observation Date<sub>1</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Observation Date<sub>2</sub>** means, with respect to an Interest Accrual Period, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Value** means, with respect to an Interest Observation Date or an Underlying Observation Date, as the case may be:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;

- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

### 37.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Digital to Participation Interest is applicable in respect of such Interest Accrual Period shall be calculated as:
  - (i) if the Underlying Value is within the Range on each Interest Observation Date falling within the Interest Observation Period, equal to the Fixed Rate; or
  - (ii) otherwise, equal to:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Digital to Participation Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Digital to Participation Interest Payoff Condition 37.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 38: Standard Knock-out Range Accrual Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Knock-out Range Accrual Interest to be applicable.*

*The following terms and conditions (the **Standard Knock-out Range Accrual Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Knock-out Range Accrual Interest (the **Standard Knock-out Range Accrual Interest**) is applicable. These Standard Knock-out Range Accrual Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Knock-out Range Accrual Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 38 STANDARD KNOCK-OUT RANGE ACCRUAL INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by Underlying Value of the Underlying on the Interest Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on (i) (if ‘Any Accrual Factor Event Day’ is applicable) any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) (if ‘Specific Accrual Factor Event Day’ is applicable) each Accrual Factor Event Days falling in the Accrual Factor Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects if an Accrual Factor Knock-out Event has occurred which itself affects the period over which the Accrual Factor is calculated (ii) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate and (iii) is also used as a separate component in the formula used to calculate the Linked Interest Rate.*

#### 38.1 Definitions and interpretation

For the purposes of these Standard Knock-out Range Accrual Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, (i) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days in the relevant Accrual Factor Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Accrual Factor Observation Period, or (ii) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Knock-out Event Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor Event Day** means, with respect to an Accrual Factor Observation Period, each date specified as an Accrual Factor Event Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Accrual Factor Knock-out Event** means, in respect of an Interest Accrual Period, that the Underlying Value is not within the Accrual Factor Knock-out Range on (i) if ‘Any Accrual Factor Event Day’ is specified in the applicable Final Terms, any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) if ‘Specific Accrual Factor Event Day’ is specified in the applicable Final Terms, each Accrual Factor Event Day falling in the Accrual Factor Observation Period.

**Accrual Factor Knock-out Range or Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Accrual Factor Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on an Interest Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Event Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date on which the relevant Accrual Factor Observation Period starts on, to and including the first Accrual Factor Event Day on which an Accrual Factor Knock-out Event occurs during the relevant Accrual Factor Observation Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than the relevant Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than the relevant Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is less than the relevant Lower Limit or greater than the relevant Upper Limit.

**Range Accrual Day** means, with respect to an Accrual Factor Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day, an Accrual Factor Knock Event Day or an Interest Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

### 38.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Knock-out Range Accrual Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Knock-out Range Accrual Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked

Interest Rate determined in accordance with Standard Knock-out Range Accrual Interest Payoff Condition 38.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 39: Standard Product Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Product Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Product Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Product Basket Interest (the **Standard Product Basket Interest**) is applicable. These Standard Product Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Product Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 39 STANDARD PRODUCT BASKET INTEREST

*The Linked Interest Rate is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Underlying Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value<sub>i</sub> exponentiated to the corresponding Weight<sub>i</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying on each relevant date (exponentiated to the corresponding weight) will be used as a component in this calculation and each will therefore affect the Linked Interest Rate, subject to the Cap and the Floor.*

#### 39.1 Definitions and interpretation

For the purposes of these Standard Product Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to an Interest Observation Date,

$$\text{Ratio} \times \prod_{i=1}^{i=n} ((\text{Underlying Value}_i)^{\text{Weight}_i})$$

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Product Basket** means the Basket Value on the Final Underlying Observation Date.

**Final Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Initial Product Basket** means the Basket Value on the Initial Underlying Observation Date.

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the



applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means a Final Underlying Observation Date or an Initial Underlying Observation Date, as applicable.

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**n** means the total number of Underlying<sub>i</sub>.

**Ratio** means the ratio specified as such in the applicable Final Terms.

**Standard Interest Payoff**, **Standard Interest Payoff<sub>1</sub>** or **Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**(Underlying Value<sub>i</sub>)<sup>Weight<sub>i</sub></sup>** means Underlying Value<sub>i</sub> exponentiated to the power of the corresponding Weight<sub>i</sub>.

**Weight** means the number or percentage specified as such in the applicable Final Terms.

**Weight<sub>i</sub>** means each Weight corresponding to an i as specified in the applicable Final Terms.

$\prod_{i=1}^n$  means the multiplication of each of the values which follow in brackets.

### 39.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Product Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \frac{\text{Final Product Basket} - \text{Initial Product Basket}}{\text{Final Product Basket}} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Product Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Product Basket Interest Payoff Condition 39.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 40: Standard Multi Fixed Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Multi Fixed Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Basket Interest (the **Standard Multi Fixed Basket Interest**) is applicable. These Standard Multi Fixed Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Multi Fixed Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 40 STANDARD MULTI FIXED BASKET INTEREST

*The Linked Interest Rate is calculated as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> or (b) if the Underlying Value of any Underlying<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Interest Observation Date, being Fixed Rate<sub>1</sub> or (c) otherwise, being Fixed Rate<sub>2</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the various Underlying<sub>i</sub> or Underlying<sub>j</sub> may each therefore affect which fixed rate is used to calculate the Linked Interest Rate applicable to the Certificates.*

#### 40.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Fixed Rate<sub>1</sub>** or **Fixed Rate<sub>2</sub>** means the rate specified as such in the applicable Final Terms.

**i** or **j** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, in respect of an Interest Accrual Period, the date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Lower Limit<sub>i</sub>** or **Lower Limit<sub>j</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub> or Underlying<sub>j</sub>.

**Range** means, in respect of each Underlying<sub>i</sub> or Underlying<sub>j</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than or equal to the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than or equal to the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than or equal to the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than or equal to the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is lower than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> or greater than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>**, and **Underlying<sub>j</sub>** means an Underlying corresponding to an i and j number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying<sub>j</sub> together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying<sub>i</sub> and Underlying<sub>j</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable.

**Underlying Value** means, with respect to an Interest Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub>** means the Underlying Value of an Underlying<sub>j</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>j</sub>.

**Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub> or Underlying<sub>j</sub>.

#### 40.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:
  - (i) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Interest Observation Date, Fixed Rate<sub>1</sub>; or

- (ii) if any Underlying Value<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Interest Observation Date, Fixed Rate<sub>1</sub>; or
  - (iii) otherwise, Fixed Rate<sub>2</sub>.
- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Multi Fixed Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Multi Fixed Basket Interest Payoff Condition 40.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part A: Chapter 41: Standard Fixed Range Accrual Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Range Accrual Basket Interest to be applicable.*

*The following terms and conditions (the **Standard Fixed Range Accrual Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Range Accrual Basket Interest (the **Standard Fixed Range Accrual Basket Interest**) is applicable. These Standard Fixed Range Accrual Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Range Accrual Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 41 STANDARD FIXED RANGE ACCRUAL BASKET INTEREST

*The Linked Interest Rate is calculated as Fixed Rate multiplied by Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The Underlying Value<sub>i</sub> reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate.*

#### 41.1 Definitions and interpretation

For the purposes of these Standard Fixed Range Accrual Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (Definitions).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>i</sub>** means an Underlying corresponding to an *i*, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

## 41.2 Linked Interest Rate

- (a) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Range Accrual Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Fixed Rate} \times \text{Accrual Factor}$$

- (b) The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Standard Fixed Range Accrual Basket Interest is applicable as a relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Linked Interest Rate determined in accordance with Standard Fixed Range Accrual Basket Interest Payoff

Condition 41.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Interest Payoff, Standard Interest Payoff<sub>1</sub> or Standard Interest Payoff<sub>2</sub>, as applicable.



## Standard Payoff Conditions: Part B: Chapter 1: Standard Fixed Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Redemption to be applicable.*

*The following terms and conditions (the **Standard Fixed Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Redemption (the **Standard Fixed Redemption**) is applicable. These Standard Fixed Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 1 STANDARD FIXED REDEMPTION

*The Redemption Payoff is calculated as equal to the Fixed Percentage and is not affected by the value of any underlying.*

#### 1.1 Definitions and interpretation

For the purposes of these Standard Fixed Redemption Payoff Conditions, the following terms shall have the following meanings:

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

#### 1.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Redemption is applicable shall be equal to the Fixed Percentage.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Redemption Payoff Condition 1.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 2: Standard Asian Option Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Asian Option Redemption to be applicable.*

*The following terms and conditions (the **Standard Asian Option Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Asian Option Redemption (the **Standard Asian Option Redemption**) is applicable. These Standard Asian Option Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Asian Option Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 STANDARD ASIAN OPTION REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Fixed Percentage added to the result of Leverage multiplied by Average Underlying Value. The Average Underlying Value reflects the arithmetic average of the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time on each Redemption Observation Date falling during the relevant Redemption Observation Period. The average value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Fixed Percentage, the Cap and the Floor.*

#### 2.1 Definitions and interpretation

For the purposes of these Standard Asian Option Redemption Payoff Conditions, the following terms shall have the following meanings:

**Average Underlying Value** means, with respect to a Redemption Observation Period, the arithmetic average of the Underlying Value on each of the Redemption Observation Dates in the relevant Redemption Observation Period.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 2.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Asian Option Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Fixed Percentage} + \text{Leverage} \times \text{Average Underlying Value}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Asian Option Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Asian Option Redemption Payoff Condition 2.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

### Standard Payoff Conditions: Part B: Chapter 3: Standard Collar Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Collar Redemption to be applicable.*

*The following terms and conditions (the **Standard Collar Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Collar Redemption (the **Standard Collar Redemption**) is applicable. These Standard Collar Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Collar Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

#### 3 STANDARD COLLAR REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

##### 3.1 Definitions and interpretation

For the purposes of these Standard Collar Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 3.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Collar Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Collar Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Collar Redemption Payoff Condition 3.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 4: Standard Floater Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floater Redemption to be applicable.*

*The following terms and conditions (the **Standard Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floater Redemption (the **Standard Floater Redemption**) is applicable. These Standard Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 STANDARD FLOATER REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the (without regard to any currency of denomination of such price, level or rate, as the case may be) Underlying at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the Floor:*

#### 4.1 Definitions and interpretation

For the purposes of these Standard Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

#### 4.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Floater Redemption Payoff Condition 4.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.



## Standard Payoff Conditions: Part B: Chapter 5: Standard Floored Floater Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Floored Floater Redemption to be applicable.*

*The following terms and conditions (the **Standard Floored Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Floored Floater Redemption (the **Standard Floored Floater Redemption**) is applicable. These Standard Floored Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Floored Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 STANDARD FLOORED FLOATER REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as Leverage multiplied by the greater of (i) Floor and (ii) Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the Floor.*

#### 5.1 Definitions and interpretation

For the purposes of these Standard Floored Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 5.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floored Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Leverage} \times \text{Max}(\text{Floor}; \text{Underlying Value} + \text{Margin})$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Floored Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Floored Floater Redemption Payoff Condition 5.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 6: Standard Inverse Floater Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Inverse Floater Redemption to be applicable.*

*The following terms and conditions (the **Standard Inverse Floater Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Inverse Floater Redemption (the **Standard Inverse Floater Redemption**) is applicable. These Standard Inverse Floater Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Inverse Floater Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 6 STANDARD INVERSE FLOATER REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value subtracted from Fixed Percentage. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Fixed Percentage, the Cap and the Floor.*

#### 6.1 Definitions and interpretation

For the purposes of these Standard Inverse Floater Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 6.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Inverse Floater Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Fixed Percentage} - \text{Leverage} \times \text{Underlying Value}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Inverse Floater Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Inverse Floater Redemption Payoff Condition 6.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 7: Standard Strangle Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Redemption to be applicable.*

*The following terms and conditions (the **Standard Strangle Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Redemption (the **Standard Strangle Redemption**) is applicable. These Standard Strangle Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Strangle Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 7 STANDARD STRANGLE REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the Absolute Value of the result of Margin added to the result of Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin and the effect of taking an Absolute Value of the result.*

#### 7.1 Definitions and interpretation

For the purposes of these Standard Strangle Redemption Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;

- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 7.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Absolute Value (Leverage} \times \text{Underlying Value} + \text{Margin)}$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Strangle Redemption Payoff Condition 7.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 8: Standard Alternative Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Alternative Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Alternative Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Alternative Basket Redemption (the **Standard Alternative Basket Redemption**) is applicable. These Standard Alternative Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Alternative Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 8 STANDARD ALTERNATIVE BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a)  $\text{Margin}_3$  added to the sum of the individual products of  $\text{Leverage}_k$  and the Underlying Value of each Underlying<sub>k</sub> and (b) the greater of (i)  $\text{Margin}_2$  added to the sum of the individual products of  $\text{Leverage}_j$  and the Underlying Value of each Underlying<sub>j</sub> and (ii)  $\text{Margin}_1$  added to the sum the individual products of  $\text{Leverage}_i$  and the Underlying Value of each Underlying<sub>i</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation to define a cap and a floor and each will therefore have the potential to affect the Redemption Payoff although it will be the sum of only one of the Basket of Underlyings each multiplied by the relevant leverage which, together with the relevant margin, will give the Redemption Payoff.*

#### 8.1 Definitions and interpretation

For the purposes of these Standard Alternative Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**i, j, k** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>, Leverage<sub>j</sub> or Leverage<sub>k</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>, Underlying<sub>j</sub> or Underlying<sub>k</sub>, as the case may be. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin<sub>1</sub>, Margin<sub>2</sub> or Margin<sub>3</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X, Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>**, **Underlying<sub>j</sub>** and **Underlying<sub>k</sub>** means an Underlying corresponding to an i, j and k number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying<sub>j</sub>, together constitute a Basket or a Multi-Asset Basket, as applicable, all Underlying<sub>k</sub> together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying<sub>i</sub>, Underlying<sub>j</sub> and Underlying<sub>k</sub> together constitute a Basket or a Multi-Asset Basket, as applicable.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub>** means the Underlying Value of an Underlying<sub>j</sub>.

**Underlying Value<sub>k</sub>** means the Underlying Value of an Underlying<sub>k</sub>.

∑ means the sum of the values which follow in brackets.

∑ (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each i.

∑ (**Leverage<sub>j</sub> x Underlying Value<sub>j</sub>**) means the sum of the individual products of the Leverage<sub>j</sub> and the Underlying Value<sub>j</sub> for each j.

∑ (**Leverage<sub>k</sub> x Underlying Value<sub>k</sub>**) means the sum of the individual products of the Leverage<sub>k</sub> and the Underlying Value<sub>k</sub> for each k.

## 8.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Alternative Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Margin}_3 + \sum(\text{Leverage}_k \times \text{Underlying Value}_k), \text{Max}(\text{Margin}_2 + \sum(\text{Leverage}_j \times \text{Underlying Value}_j), \text{Margin}_1 + \sum(\text{Leverage}_1 \times \text{Underlying Value}_1))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Alternative Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Alternative Basket Redemption Payoff Condition 8.2(a) shall be used in the relevant Combination Payoff Condition as the



relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 9: Standard Strangle Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Strangle Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Strangle Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Strangle Basket Redemption (the **Standard Strangle Basket Redemption**) is applicable. These Standard Strangle Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Strangle Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 9 STANDARD STRANGLE BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the Absolute Value of the result of Margin added to the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub>. The Underlying Value reflects the price, level or rate of the relevant (without regard to any currency of denomination of such price, level or rate, as the case may be) Underlying at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Margin, the effect of taking an Absolute Value of part of the formula and the Cap.*

#### 9.1 Definitions and interpretation

For the purposes of these Standard Strangle Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as 'not applicable', the Cap shall be infinity.

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an 'Observation Date' for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each *i*.

## 9.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap, Absolute Value (Margin} + \Sigma(\text{Leverage}_i \times \text{Underlying Value}_i))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Strangle Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Strangle Basket Redemption Payoff Condition 9.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 10: Standard Option Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Option Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Option Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Option Basket Redemption (the **Standard Option Basket Redemption**) is applicable. These Standard Option Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Option Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 10 STANDARD OPTION BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to Global Leverage added to the sum of the individual products of  $Leverage_i$  and the Underlying Value of each Underlying<sub>i</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of various Underlyings each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Margin, the Global Leverage, the Cap and the Floor.*

#### 10.1 Definitions and interpretation

For the purposes of these Standard Option Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption

Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each *i*.

## 10.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Option Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Margin} + \text{Global Leverage} + \Sigma (\text{Leverage}_i \times \text{Underlying Value}_i)))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Option Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Option Basket Redemption Payoff Condition 10.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 11: Standard Lookback Minimum Performance Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Redemption to be applicable.*

*The following terms and conditions (the **Standard Lookback Minimum Performance Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Redemption (the **Standard Lookback Minimum Performance Redemption**) is applicable. These Standard Lookback Minimum Performance Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Minimum Performance Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 11 STANDARD LOOKBACK MINIMUM PERFORMANCE REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 11.1 Definitions and interpretation

For the purposes of these Standard Lookback Minimum Performance Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Underlying Value** means, with respect to a Redemption Observation Period, the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 11.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Minimum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Minimum Performance Redemption Payoff Condition 11.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.



## Standard Payoff Conditions: Part B: Chapter 12: Standard Lookback Maximum Performance Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Redemption to be applicable.*

*The following terms and conditions (the **Standard Lookback Maximum Performance Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Redemption (the **Standard Lookback Maximum Performance Redemption**) is applicable. These Standard Lookback Maximum Performance Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Maximum Performance Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 12 STANDARD LOOKBACK MAXIMUM PERFORMANCE REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of Margin added to the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The highest value of the Underlying observed on any of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 12.1 Definitions

For the purposes of these Standard Lookback Maximum Performance Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Maximum Underlying Value** means, with respect to a Redemption Observation Period, the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 12.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Maximum Performance Redemption Payoff Condition Standard Lookback Maximum Performance Redemption Payoff Condition 12.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 13: Standard Maximum-Minimum Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Redemption to be applicable.*

*The following terms and conditions (the **Standard Maximum-Minimum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Redemption (the **Standard Maximum-Minimum Redemption**) is applicable. These Standard Maximum-Minimum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Maximum-Minimum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 13 STANDARD MAXIMUM-MINIMUM REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the result of the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period subtracted from the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest and the highest value of the Underlying observed on any of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Cap and the Floor.*

#### 13.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Underlying Value** means, with respect to a Redemption Observation Period, the highest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Underlying Value** means, with respect to a Redemption Observation Period, the lowest Underlying Value observed on any Redemption Observation Date falling during the relevant Redemption Observation Period.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 13.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times (\text{Maximum Underlying Value} - \text{Minimum Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Maximum-Minimum Redemption Payoff Condition 13.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 14: Standard Volbond Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Redemption to be applicable.*

*The following terms and conditions (the **Standard Volbond Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Redemption (the **Standard Volbond Redemption**) is applicable. These Standard Volbond Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Volbond Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 14 STANDARD VOLBOND REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the Absolute Value of Underlying Value on the Initial Underlying Observation Date subtracted from the Underlying Value on the Final Underlying Observation Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.*

#### 14.1 Definitions and interpretation

For the purposes of these Standard Volbond Redemption Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Underlying Value** means the Underlying Value on the relevant Final Underlying Observation Date.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Initial Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date

specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means the Underlying Value on the relevant Initial Underlying Observation Date.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 14.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \text{Absolute Value} (\text{Final Underlying Value} - \text{Initial Underlying Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Volbond Redemption Payoff Condition 14.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.



## **Standard Payoff Conditions: Part B: Chapter 15: Standard Year on Year Participation Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Redemption to be applicable.*

*The following terms and conditions (the **Standard Year on Year Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Redemption (the **Standard Year on Year Participation Redemption**) is applicable. These Standard Year on Year Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Year on Year Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **15 STANDARD YEAR ON YEAR PARTICIPATION REDEMPTION**

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Underlying Value on the Final Underlying Observation Date divided by Underlying Value on the Initial Underlying Observation Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### **15.1 Definitions and interpretation**

For the purposes of these Standard Year on Year Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Underlying Value** means the Underlying Value on the relevant Final Underlying Observation Date.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Initial Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date

specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means the Underlying Value on the relevant Initial Underlying Observation Date.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

## 15.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Final Underlying Value}}{\text{Initial Underlying Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff

Condition and the Redemption Payoff determined in accordance with Standard Year on Year Participation Redemption Payoff Condition 15.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part B: Chapter 16: Standard Lookback Maximum Performance Basket Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Maximum Performance Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Lookback Maximum Performance Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Maximum Performance Basket Redemption (the **Standard Lookback Maximum Performance Basket Redemption**) is applicable. These Standard Lookback Maximum Performance Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Maximum Performance Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **16 STANDARD LOOKBACK MAXIMUM PERFORMANCE BASKET REDEMPTION**

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Maximum Basket Value (being the highest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within the relevant Redemption Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the highest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### **16.1 Definitions and interpretation**

For the purposes of these Standard Lookback Maximum Performance Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Redemption Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on each Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Basket Value** means, with respect to a Redemption Observation Period, the highest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 16.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Maximum Performance Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Maximum Performance Basket Redemption Payoff Condition 16.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part B: Chapter 17: Standard Lookback Minimum Performance Basket Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Minimum Performance Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Lookback Minimum Performance Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Minimum Performance Basket Redemption (the **Standard Lookback Minimum Performance Basket Redemption**) is applicable. These Standard Lookback Minimum Performance Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Minimum Performance Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **17 STANDARD LOOKBACK MINIMUM PERFORMANCE BASKET REDEMPTION**

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Minimum Basket Value (being the lowest sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date falling during the relevant Redemption Observation Period) and Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the lowest value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### **17.1 Definitions and interpretation**

For the purposes of these Standard Lookback Minimum Performance Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Redemption Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on each Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Basket Value** means, with respect to a Redemption Observation Period, the lowest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:



- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level; or
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 17.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Global Leverage} \times (\text{Minimum Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Minimum Performance Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Minimum Performance Basket Redemption Payoff Condition 17.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 18: Standard Maximum-Minimum Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Maximum-Minimum Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Maximum-Minimum Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Maximum-Minimum Basket Redemption (the **Standard Maximum-Minimum Basket Redemption**) is applicable. These Standard Maximum-Minimum Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Maximum-Minimum Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 18 STANDARD MAXIMUM-MINIMUM BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of subtracting the Minimum Basket Value from the Maximum Basket Value. The Minimum Basket Value is the lowest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within a relevant Redemption Observation Period. The Maximum Basket Value is the highest sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on any Redemption Observation Date within a relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings observed on any of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Cap and the Floor.*

#### 18.1 Definitions and interpretation

For the purposes of these Standard Maximum-Minimum Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Redemption Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on each Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Maximum Basket Value** means, with respect to a Redemption Observation Period, the highest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Minimum Basket Value** means, with respect to a Redemption Observation Period, the lowest Basket Value observed on any Redemption Observation Date falling during such Redemption Observation Period.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 18.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times (\text{Maximum Basket Value} - \text{Minimum Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Maximum-Minimum Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Maximum-Minimum Basket Redemption Payoff Condition 18.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 19: Standard Volbond Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Volbond Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Volbond Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Volbond Basket Redemption (the **Standard Volbond Basket Redemption**) is applicable. These Standard Volbond Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Volbond Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 19 STANDARD VOLBOND BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the Absolute Value of Initial Basket Value subtracted from Final Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value is the sum of the individual products of  $Leverage_i$  and the Underlying Value of each Underlying<sub>i</sub> observed on the relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying<sub>i</sub> each observed on each of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the effect of taking an Absolute Value of part of the formula, the Cap and the Floor.*

#### 19.1 Definitions and interpretation

For the purposes of these Standard Volbond Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Absolute Value** means, in respect of a number, its non-negative value without regard to its sign. For example, the Absolute Value of -10 is 10.

**Basket Value** means, with respect to a Redemption Observation Date,  $\sum (Leverage_i \times Underlying Value_i)$  on the relevant Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Basket Value** means the Basket Value on the relevant Final Underlying Observation Date.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Initial Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Basket Value** means the Basket Value on the relevant Initial Underlying Observation Date.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, an Initial Underlying Observation Date or a Final Underlying Observation Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level; or
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 19.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \text{Absolute Value} (\text{Final Basket Value} - \text{Initial Basket Value}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Volbond Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Volbond Basket Redemption Payoff Condition 19.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## **Standard Payoff Conditions: Part B: Chapter 20: Standard Year on Year Participation Basket Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Year on Year Participation Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Year on Year Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Year on Year Participation Basket Redemption (the **Standard Year on Year Participation Basket Redemption**) is applicable. These Standard Year on Year Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Year on Year Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **20 STANDARD YEAR ON YEAR PARTICIPATION BASKET REDEMPTION**

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the result of Margin added to the result of Final Basket Value divided by Initial Basket Value. The Initial Basket Value is the Basket Value observed on the Initial Underlying Observation Date. The Final Basket Value is the Basket Value observed on the Final Underlying Observation Date. Basket Value on any Final Underlying Observation Date or Initial Underlying Observation Date is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on such date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each of the various Underlyings each observed on each of the relevant days will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### **20.1 Definitions and interpretation**

For the purposes of these Standard Year on Year Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Final Underlying Observation Date or an Initial Underlying Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Final Underlying Observation Date or the relevant Initial Underlying Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date or such date specified as a Final Underlying Observation Date in the applicable Final Terms or, for the purposes of calculating an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Final Basket Value** means the Basket Value on the relevant Final Underlying Observation Date.



**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Initial Underlying Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding or immediately following (as specified in the applicable Final Terms) (a) in the case of Instalment Certificates, the immediately preceding Instalment Date or (b) in the case of all other Certificates, the Issue Date or (c) such date specified as the Initial Underlying Observation Date in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Basket Value** means the Basket Value on the relevant Initial Redemption Observation Date.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

∑ means the sum of the values which follow in brackets.

∑ (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

## 20.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Final Basket Value}}{\text{Initial Basket Value}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Year on Year Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Year on Year Participation Basket Redemption Payoff Condition 20.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 21: Standard Fixed Digital Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Redemption to be applicable.*

*The following terms and conditions (the **Standard Fixed Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Redemption (the **Standard Fixed Digital Redemption**) is applicable. These Standard Fixed Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 21 STANDARD FIXED DIGITAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if Underlying Value is (i) within the Range on the relevant Redemption Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level<sub>n</sub> on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> or (b) otherwise, being Fixed Percentage<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect whether Fixed Percentage<sub>1</sub> or Fixed Percentage<sub>2</sub> is used to calculate the Redemption Payoff applicable to the Certificates.*

#### 21.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

**Barrier Level** means the percentage or number specified as such in the applicable Final Terms.

**Barrier Level<sub>n</sub>** means a Barrier Level corresponding to an n number, as specified in the applicable Final Terms.

**Fixed Percentage<sub>1</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>2</sub>** means the percentage specified as such in the applicable Final Terms.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**n** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 21.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:
  - (i) if the Underlying Value is (i) within the Range on the relevant Redemption Observation Date or (ii) strictly higher, or strictly lower, as specified in the applicable Final Terms, than any relevant Barrier Level<sub>n</sub> on the relevant Redemption Observation Date, Fixed Percentage<sub>1</sub>; or
  - (ii) otherwise, Fixed Percentage<sub>2</sub>.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Digital Redemption Payoff Condition 21.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 22: Standard Fixed-to-Floating Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed-to-Floating Redemption to be applicable.*

*The following terms and conditions (the **Standard Fixed-to-Floating Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed-to-Floating Redemption (the **Standard Fixed-to-Floating Redemption**) is applicable. These Standard Fixed-to-Floating Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed-to-Floating Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 22 STANDARD FIXED-TO-FLOATING REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if Underlying Value is within the Range on the Redemption Observation Date, being Fixed Percentage or (b) otherwise, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Underlying Value added to Margin. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore (i) affect which rate is used to calculate the Redemption Payoff applicable to the Certificates and (ii) be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 22.1 Definitions and interpretation

For the purposes of these Standard Fixed-to-Floating Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 22.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed-to-Floating Redemption is applicable shall be calculated on such Redemption Determination Date as follows:
  - (i) if the Underlying Value is within the Range on the Redemption Observation Date, be calculated on the Redemption Determination Date as equal to the Fixed Percentage; or
  - (ii) otherwise, be calculated on the Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Underlying Value} + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed-to-Floating Redemption is applicable as a relevant Standard Redemption Payoff, Standard

Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed-to-Floating Redemption Payoff Condition 22.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 23: Standard Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Range Accrual Redemption (the **Standard Range Accrual Redemption**) is applicable. These Standard Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 23 STANDARD RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of the product of (A) Accrual Factor and (B) Leverage multiplied by Underlying Value on the Redemption Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.*

#### 23.1 Definitions and interpretation

For the purposes of these Standard Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on a Redemption Observation Date.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.



**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or

- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or a Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 23.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, (\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1) \times \text{Accrual Factor} + \text{Margin}_2))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Range Accrual Redemption Payoff Condition 23.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 24: Standard Resettable Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Resettable Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard Resettable Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Resettable Range Accrual Redemption (the **Standard Resettable Range Accrual Redemption**) is applicable. These Standard Resettable Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Resettable Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 24 STANDARD RESETTABLE RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) the result of Leverage multiplied by Underlying Value of the Underlying on the relevant Redemption Observation Date and (B) Margin<sub>2</sub>. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin<sub>1</sub> from Underlying Value on the relevant Range Accrual Fixing Date and the upper level used for the Resettable Range is calculated by adding Margin<sub>1</sub> to the Underlying Value on the relevant Range Accrual Fixing Date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the way that the limits of the Resettable Range, used in the Accrual Factor, are calculated and the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.*

#### 24.1 Definitions and interpretation

For the purposes of these Standard Resettable Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on the Redemption Observation Date.

**Initial Underlying Value** means, with respect to a Redemption Observation Period, the Underlying Value on the Range Accrual Fixing Date.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Resettable Range Accrual Level** means:

*(Initial Underlying Value – Margin<sub>1</sub>)*

**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Range Accrual Fixing Date** means, with respect to a Redemption Observation Period, the date falling such number of Business Days immediately preceding the first day of such Redemption Observation Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Resettable Range** means any one (only) of Resettable Range<sub>1</sub>, Resettable Range<sub>2</sub>, Resettable Range<sub>3</sub>, Resettable Range<sub>4</sub> or Resettable Range<sub>5</sub> as specified in the applicable Final Terms.

**Resettable Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or Range Accrual Fixing Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Resettable Range Accrual Level** means:

*(Initial Underlying Value + Margin<sub>1</sub>)*

## 24.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Resettable Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$Accrual\ Factor \times \text{Min} \left( Cap, \text{Max} \left( Floor, (Leverage \times Global\ Underlying\ Value + Margin_2) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Resettable Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Resettable Range Accrual Redemption Payoff Condition 24.2(a) shall be used in the relevant Combination Payoff Condition as the

relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 25: Standard 3D Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard 3D Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard 3D Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard 3D Range Accrual Redemption (the **Standard 3D Range Accrual Redemption**) is applicable. These Standard 3D Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard 3D Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 25 STANDARD 3D RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 1 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 2 multiplied by Accrual Factor in respect of Underlying<sub>i</sub> corresponding to the number 3 and then multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Global Underlying Value added to Margin. An Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the relevant Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Global Underlying Value means the Underlying Value of the Global Underlying on a Redemption Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Redemption Payoff since (i) the value of the relevant Underlying<sub>i</sub> affects the value of the corresponding Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the value of the Global Underlying is also used as a separate component in the formula used to calculate the Redemption Payoff.*

#### 25.1 Definitions and interpretation

For the purposes of these Standard 3D Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor<sub>1</sub>** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 1 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor<sub>2</sub>** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 2 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor<sub>3</sub>** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value<sub>i</sub> corresponding to the number 3 (as specified in the applicable Final Terms) was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying** means the Underlying specified as such in the applicable Final Terms.

**Global Underlying Value** means the Underlying Value of the Global Underlying on the Redemption Observation Date.

**i** means 1, 2 or 3 which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Range Accrual Level<sub>i</sub> and lower than the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Range Accrual Level<sub>i</sub> and lower than the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Range Accrual Level<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Range Accrual Level<sub>i</sub> or greater than the Upper Range Accrual Level<sub>i</sub>.

**Range Accrual Day** means, in respect of each Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in



the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Range Accrual Day or a Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Upper Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 25.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard 3D Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$Accrual\ Factor_1 \times Accrual\ Factor_2 \times Accrual\ Factor_3 \times Min\left(Cap, Max\left(Floor, (Leverage \times Global\ Underlying\ Value + Margin)\right)\right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard 3D Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard 3D Range Accrual Redemption Payoff Condition 25.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 26: Standard Total Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Total Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard Total Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Total Range Accrual Redemption (the **Standard Total Range Accrual Redemption**) is applicable. These Standard Total Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Total Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 26 STANDARD TOTAL RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the sum of (A) Leverage multiplied by Global Underlying Value and (B) Margin. An Accrual Factor is 1 if on each Range Accrual Day during the relevant Redemption Observation Period the Underlying Value is within the Range otherwise, it is 0. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each relevant Underlying will therefore affect the Redemption Payoff since the value of the relevant underlying (i) affects the value of the Accrual Factor and (ii) is also used as a separate component in the formula used to calculate the Redemption Payoff.*

#### 26.1 Definitions and interpretation

For the purposes of these Standard Total Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, one (1) if on each of the Range Accrual Criteria is satisfied otherwise, zero (0), in each case as determined by the Calculation Agent.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on the Redemption Observation Date.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Minimum Number** means the number of Range Accrual Days as specified in the applicable Final Terms.

**Range** means any one (only) of  $\text{Range}_1$ ,  $\text{Range}_2$ ,  $\text{Range}_3$ ,  $\text{Range}_4$  or  $\text{Range}_5$  as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Criteria** means (i) if ‘Each’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on each of the Range Accrual Days in the relevant Redemption Observation Period or (ii) if ‘Minimum’ is specified in the applicable Final Terms, that the Underlying Value was within the Range on at least the Minimum Number of Range Accrual Days in the relevant Redemption Observation Period.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such the Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an

Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or

- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 26.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Total Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Accrual Factor} \times \text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, (\text{Leverage} \times \text{Global Underlying Value} + \text{Margin}) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Total Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Total Range Accrual Redemption Payoff Condition 26.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 27: Standard Fixed Digital Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Digital Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Fixed Digital Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Digital Basket Redemption (the **Standard Fixed Digital Basket Redemption**) is applicable. These Standard Fixed Digital Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Digital Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 27 STANDARD FIXED DIGITAL BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> (b) otherwise, being Fixed Percentage<sub>2</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect whether Fixed Rate<sub>1</sub> or Fixed Rate<sub>2</sub> is used to calculate the Redemption Payoff applicable to the Certificates.*

#### 27.1 Definitions and interpretation

For the purposes of these Standard Fixed Digital Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Fixed Percentage<sub>1</sub> or Fixed Percentage<sub>2</sub>** means the percentage specified as such in the applicable Final Terms.

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, the, or in the case of Instalment Certificates, each date falling such number of Business Days specified in the applicable Final Terms

immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying<sub>i</sub>** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying<sub>i</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>i</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>i</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>i</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>i</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

## 27.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:
  - (i) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the Redemption Observation Date, Fixed Percentage<sub>1</sub>; or
  - (ii) otherwise, Fixed Percentage<sub>2</sub>.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Digital Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Digital Basket Redemption Payoff Condition 27.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 28: Standard Power Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Power Redemption to be applicable.*

*The following terms and conditions (the **Standard Power Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Power Redemption (the **Standard Power Redemption**) is applicable. These Standard Power Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Power Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 28 STANDARD POWER REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin added to the result, exponentiated to the power of x, of 1 plus Leverage multiplied by Underlying Value. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will be used as a component in this calculation and will therefore affect the Redemption Payoff subject to the Leverage, Margin, Cap, Floor and the exponential part of the formula.*

#### 28.1 Definitions and interpretation

For the purposes of these Standard Power Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.



**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means the Underlying Value of the Underlying.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**x** means the value specified as such in the applicable Final Terms.

**(1 + Leverage x Underlying Value)<sup>x</sup>** means the result, exponentiated to the power of x, of Leverage multiplied by Underlying Value added to 1.

## 28.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Power Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, (1 + \text{Leverage} \times \text{Underlying Value})^x + \text{Margin}))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Power Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Power Redemption Payoff Condition 28.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 29: Standard Dual Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Dual Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard Dual Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Dual Range Accrual Redemption (the **Standard Dual Range Accrual Redemption**) is applicable. These Standard Dual Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Dual Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 29 STANDARD DUAL RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as Accrual Factor multiplied by the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by Basket Value added to Margin. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which each Underlying Value<sub>i</sub> is within its corresponding Underlying Value<sub>i</sub> Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Basket Value means the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> on a Redemption Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect the Redemption Payoff since (i) the value of each Underlying<sub>i</sub> affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (ii) the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> is also used as a component to calculate the Redemption Payoff.*

#### 29.1 Definitions and interpretation

For the purposes of these Standard Dual Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which each Underlying Value<sub>i</sub> was within the Underlying Value<sub>i</sub> Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Basket Value** means  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

**Lower Dual Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Dual Range Accrual Level<sub>i</sub> and lower than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Dual Range Accrual Level<sub>i</sub> and lower than or equal to the Upper Dual Range Accrual Level<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Dual Range Accrual Level<sub>i</sub> or greater than the Upper Dual Range Accrual Level<sub>i</sub>.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or

- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date or a Range Accrual Day, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Dual Range Accrual Level<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and Underlying Value<sub>i</sub> for each *i*.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 29.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Dual Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Accrual Factor} \times \text{Min} (\text{Cap}, \text{Max}(\text{Floor}, (\text{Global Leverage} \times \text{Basket Value} + \text{Margin})))$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Dual Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Dual Range Accrual Redemption Payoff Condition 29.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 30: Standard Trend Participation Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Redemption to be applicable.*

*The following terms and conditions (the **Standard Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Redemption (the **Standard Trend Participation Redemption**) is applicable. These Standard Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 30 STANDARD TREND PARTICIPATION REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Redemption Observation Date<sub>1</sub> divided by the Underlying Value on the Redemption Observation Date<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 30.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means Redemption Observation Date<sub>1</sub> or Redemption Observation Date<sub>2</sub>, as the case may be.

**Redemption Observation Date<sub>1</sub>** means, with respect to a Redemption Determination Date set out in General Condition 19 (*Definitions*), each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Date<sub>2</sub>** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>Observation1</sub>** means, with respect to a Redemption Determination Date, the Underlying Value on the Redemption Observation Date<sub>1</sub>.

**Underlying<sub>Observation2</sub>** means, with respect to a Redemption Determination Date, the Underlying Value on the Redemption Observation Date<sub>2</sub>.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

### 30.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation 1}}}{\text{Underlying}_{\text{Observation 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Trend Participation Redemption Payoff Condition 30.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 31: Standard Lookback Trend Participation Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Lookback Trend Participation Redemption to be applicable.*

*The following terms and conditions (the **Standard Lookback Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Lookback Trend Participation Redemption (the **Standard Lookback Trend Participation Redemption**) is applicable. These Standard Lookback Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Lookback Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 31 STANDARD LOOKBACK TREND PARTICIPATION REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of (A) the lowest (if 'Minimum Lookback' is applicable) or highest (if 'Maximum Lookback' is applicable) Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> divided by (B) the lowest (if 'Minimum Lookback' is applicable) or highest (if 'Maximum Lookback' is applicable) Underlying Value observed on any Redemption Observation Date falling during the Redemption Observation Period<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The lowest or the highest, as applicable, value of the Underlying observed on each of the relevant days will be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 31.1 Definitions and interpretation

For the purposes of these Standard Lookback Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as 'not applicable', the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as 'not applicable', the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).



**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, as the case may be.

**Redemption Observation Period<sub>1</sub>** means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Redemption Observation Period<sub>2</sub>** means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>Observation Period1</sub>** means, with respect to a Redemption Determination Date,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period<sub>1</sub>; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period<sub>1</sub>.

**Underlying<sub>Observation Period2</sub>** means, with respect to a Redemption Determination Date,

- (a) if ‘Minimum Lookback’ is specified in the applicable Final Terms, the lowest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period<sub>2</sub>; or
- (b) if ‘Maximum Lookback’ is specified in the applicable Final Terms, the highest Underlying Value observed on any Redemption Observation Date falling during Redemption Observation Period<sub>2</sub>.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**31.2 Redemption Payoff**

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation Period 1}}}{\text{Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Lookback Trend Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Lookback Trend Participation Redemption Payoff Condition 31.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 32: Standard Average Trend Participation Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Redemption to be applicable.*

*The following terms and conditions (the **Standard Average Trend Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Redemption (the **Standard Average Trend Participation Redemption**) is applicable. These Standard Average Trend Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Average Trend Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 32 STANDARD AVERAGE TREND PARTICIPATION REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Leverage multiplied by the sum of Margin and the result of Average Underlying<sub>Observation Period1</sub> divided by Average Underlying<sub>Observation Period2</sub>. Average Underlying<sub>Observation Period1</sub> and Average Underlying<sub>Observation Period2</sub> means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively, or (B) (if ‘Weighted Average’ is applicable) the sum of the Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Underlying Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The average value of the Underlying (which may be subject to a Weight if ‘Weighted Average’ is applicable) observed on each of the relevant days will each be used as a component in this calculation and will therefore affect the Redemption Payoff, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 32.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Average Underlying<sub>Observation Period1</sub>** means, with respect to a Redemption Observation Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Redemption Observation Date falling during the Redemption Observation Period<sub>1</sub> each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub>.

**Average Underlying<sub>Observation Period2</sub>** means, with respect to a Redemption Observation Period,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Underlying Value on each Redemption Observation Date falling during Redemption Observation Period<sub>2</sub>; or

- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Underlying Value on each Redemption Observation Date falling during the Redemption Observation Period<sub>2</sub> each multiplied by the applicable Weight, divided by the aggregate Underlying Value on each Redemption Observation Date falling during Redemption Observation Period<sub>2</sub>.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, as the case may be.

**Redemption Observation Period<sub>1</sub>** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Redemption Observation Period<sub>2</sub>** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Weight** means, with respect to an Redemption Observation Date, the number or percentage specified as such in the applicable Final Terms.

### 32.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Average Underlying}_{\text{Observation Period 1}}}{\text{Average Underlying}_{\text{Observation Period 2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Redemption is applicable as a relevant Standard Redemption

Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Average Trend Participation Redemption Payoff Condition 32.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 33: Standard Trend Participation Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Trend Participation Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Trend Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Trend Participation Basket Redemption (the **Standard Trend Participation Basket Redemption**) is applicable. These Standard Trend Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Trend Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 33 STANDARD TREND PARTICIPATION BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of  $Basket_{Observation1}$  divided by  $Basket_{Observation2}$ .  $Basket_{Observation1}$  means the Basket Value observed on Redemption Observation Date<sub>1</sub> and  $Basket_{Observation2}$  means the Basket Value observed on Redemption Observation Date<sub>2</sub>. Basket Value on the relevant day is the sum of the individual products of Leverage<sub>i</sub> and Underlying Value of each Underlying<sub>i</sub> observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of the value of each Underlying<sub>i</sub> observed on each of the relevant days each multiplied by the relevant leverage will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### 33.1 Definitions and interpretation

For the purposes of these Standard Trend Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket<sub>Observation1</sub>** means, with respect to a Redemption Determination Date, the Basket Value on the Redemption Observation Date<sub>1</sub>.

**Basket<sub>Observation2</sub>** means, with respect to a Redemption Determination Date, the Basket Value on the Redemption Observation Date<sub>2</sub>.

**Basket Value** means, with respect to a Redemption Observation Date,  $\sum(\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means a Redemption Observation Date<sub>1</sub> or a Redemption Observation Date<sub>2</sub>, as applicable.

**Redemption Observation Date<sub>1</sub>** means, with respect to a Redemption Determination Date, each date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Date<sub>2</sub>** means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an i as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.



$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub> and the Leverage<sub>i</sub> for each i.

### 33.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Basket}_{\text{Observation1}}}{\text{Basket}_{\text{Observation2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Trend Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Trend Participation Basket Redemption Payoff Condition 33.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 34: Standard Average Trend Participation Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Average Trend Participation Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Average Trend Participation Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Average Trend Participation Basket Redemption (the **Standard Average Trend Participation Basket Redemption**) is applicable. These Standard Average Trend Participation Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Average Trend Participation Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 34 STANDARD AVERAGE TREND PARTICIPATION BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Global Leverage multiplied by the sum of Margin and the result of Average Basket<sub>Observation Period1</sub> divided by Average Basket<sub>Observation Period2</sub>. Average Basket<sub>Observation Period1</sub> and Average Basket<sub>Observation Period2</sub> means (A) (if ‘Arithmetic Average’ is applicable) the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively or (B) (if ‘Weighted Average’ is applicable) (I) the sum of the Basket Value observed on each Redemption Observation Date falling during an Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively each multiplied by the Weight corresponding to such Redemption Observation Date divided by the aggregate Basket Value observed on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, respectively. Basket Value on the relevant day is the sum of the individual results of Leverage<sub>i</sub> multiplied by the Underlying Value of each Underlying<sub>i</sub> observed on the relevant day. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The sum of (which may be subject to a Weight if ‘Weighted Average’ is applicable) the value of each of the various Underlyings observed on each of the relevant each multiplied by the relevant Leverage<sub>i</sub> will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Global Leverage, the Margin, the Cap and the Floor.*

#### 34.1 Definitions and interpretation

For the purposes of these Standard Average Trend Participation Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Average Basket<sub>Observation Period1</sub>** means, with respect to a Redemption Determination Date,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period<sub>1</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Redemption Observation Date falling during the Redemption Observation Period<sub>1</sub> each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Redemption Observation Date falling during the Redemption Observation Period.

**Average Basket<sub>Observation Period2</sub>** means, with respect to a Redemption Determination Date,

- (a) if ‘Arithmetic Average’ is specified in the applicable Final Terms, the arithmetic average of the Basket Value on each Redemption Observation Date falling during Redemption Observation Period<sub>2</sub>; or
- (b) if ‘Weighted Average’ is specified in the applicable Final Terms, the sum of the Basket Value on each Redemption Observation Date falling during the Redemption Observation Period<sub>2</sub> each multiplied by the applicable Weight, divided by the aggregate Basket Value on each Redemption Observation Date falling during the Redemption Observation Period.

**Basket Value** means, with respect to an Redemption Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$  on the relevant Redemption Observation Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions

**Redemption Observation Period** means Redemption Observation Period<sub>1</sub> or Redemption Observation Period<sub>2</sub>, as the case may be.

**Redemption Observation Period<sub>1</sub>** means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Redemption Observation Period<sub>2</sub>** means, with respect to a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an  $i$  as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Weight** means, with respect to a Redemption Observation Date, the number or percentage specified as such in the applicable Final Terms.

$\sum$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Underlying Value<sub>i</sub>, and the Leverage<sub>i</sub> for each  $i$ .

$\sum$  means the sum of the values which follow in brackets.

### 34.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Global Leverage} \times \left( \frac{\text{Average Basket}_{\text{Observation Period1}}}{\text{Average Basket}_{\text{Observation Period2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Average Trend Participation Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Average Trend Participation Basket Redemption Payoff Condition 34.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 35: Standard Multi Fixed Digital Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Digital Redemption to be applicable.*

*The following terms and conditions (the **Standard Multi Fixed Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Digital Redemption (the **Standard Multi Fixed Digital Redemption**) is applicable. These Standard Multi Fixed Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Multi Fixed Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 35 STANDARD MULTI FIXED DIGITAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value is within Range<sub>A</sub> on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>1</sub>; (b) otherwise, if the Underlying Value is within Range<sub>B</sub> on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>2</sub>; (c) otherwise, if the Underlying Value is within Range<sub>C</sub> on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>3</sub>; (d) otherwise, if the Underlying Value is within Range<sub>D</sub> on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>4</sub>; (e) otherwise, if the Underlying Value is within Range<sub>E</sub> on each or any, as the case may be, relevant Redemption Observation Dates falling during the relevant Redemption Observation Period, being Fixed Percentage<sub>5</sub>; or (f) otherwise being Fixed Percentage<sub>6</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which fixed percentage is used to calculate the Redemption Payoff applicable to the Certificates.*

#### 35.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

**Fixed Percentage<sub>1</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>2</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>3</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>4</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>5</sub>** means the percentage specified as such in the applicable Final Terms.

**Fixed Percentage<sub>6</sub>** means the percentage specified as such in the applicable Final Terms.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms, corresponding to Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> or Range<sub>E</sub>, as applicable.

**Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> and Range<sub>E</sub>** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that, on the relevant Redemption Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that, on the relevant Redemption Observation Date, the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that, on the relevant Redemption Observation Date, the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that, on the relevant Redemption Observation Date, the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that, on the relevant Redemption Observation Date, the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as an Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms, corresponding to Range<sub>A</sub>, Range<sub>B</sub>, Range<sub>C</sub>, Range<sub>D</sub> or Range<sub>E</sub>, as applicable.

## 35.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Digital Redemption is applicable shall be calculated on such Redemption Determination Date as:

- (i) if the Underlying Value is within the Range<sub>A</sub> on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage<sub>1</sub>; or
  - (ii) otherwise, if the Underlying Value is within the Range<sub>B</sub> on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage<sub>2</sub>; or
  - (iii) otherwise, if the Underlying Value is within the Range<sub>C</sub> on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage<sub>3</sub>; or
  - (iv) otherwise, if the Underlying Value is within the Range<sub>D</sub> on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage<sub>4</sub>; or
  - (v) otherwise, if the Underlying Value is within the Range<sub>E</sub> on, if Any Dates is specified in the applicable Final Terms, any Redemption Observation Date falling within the Redemption Observation Period or, if Specific Dates is specified in the applicable Final Terms, on each Redemption Observation Date falling during the Redemption Observation Period, equal to the Fixed Percentage<sub>5</sub>; or
  - (vi) otherwise, equal to the Fixed Percentage<sub>6</sub>.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Digital Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Multi Fixed Digital Redemption Payoff Condition 35.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 36: Standard Digital to Participation Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Digital to Participation Redemption to be applicable.*

*The following terms and conditions (the **Standard Digital to Participation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Digital to Participation Redemption (the **Standard Digital to Participation Redemption**) is applicable. These Standard Digital to Participation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Digital to Participation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 36 STANDARD DIGITAL TO PARTICIPATION REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as either (a) if the Underlying Value is within the relevant Range on each Redemption Observation Date falling within the Redemption Observation Period, being Fixed Percentage or (b) otherwise, being the lesser of (i) Cap and (ii) the greater of (A) Floor and (B) Leverage multiplied by the sum of Margin and the result of the Underlying Value on the Underlying Observation Date<sub>1</sub> divided by the Underlying Value on the Underlying Observation Date<sub>2</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates and the value of Underlying observed on each of the relevant days will each be used as a component in the calculation of one of the rates, if applicable, subject to the Leverage, the Margin, the Cap and the Floor.*

#### 36.1 Definitions and interpretation

For the purposes of these Standard Digital to Participation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Period, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).



**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Range** means any one (only) of  $\text{Range}_1$ ,  $\text{Range}_2$ ,  $\text{Range}_3$ ,  $\text{Range}_4$  or  $\text{Range}_5$  as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>Observation1</sub>** means, with respect to a Redemption Determination Date, the Underlying Value on the Underlying Observation Date<sub>1</sub>.

**Underlying<sub>Observation2</sub>** means, with respect to a Redemption Determination Date, the Underlying Value on the Underlying Observation Date<sub>2</sub>.

**Underlying Observation Date** means Underlying Observation Date<sub>1</sub> or Underlying Observation Date<sub>2</sub>.

**Underlying Observation Date<sub>1</sub>** means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Observation Date<sub>2</sub>** means, with respect to a Redemption Determination Date, the date specified as such in the applicable Final Terms, which may be a date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Underlying Value** means, with respect to a Redemption Observation Date or a Underlying Observation Date, as the case may be:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;

- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

### 36.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Digital to Participation Redemption is applicable shall be calculated on such Redemption Determination Date as:
  - (i) if the Underlying Value is within the Range on each Redemption Observation Date falling within the Redemption Observation Period, equal to the Fixed Percentage; or
  - (ii) otherwise, equal to:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \left( \frac{\text{Underlying}_{\text{Observation1}}}{\text{Underlying}_{\text{Observation2}}} + \text{Margin} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Digital to Participation Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Digital to Participation Redemption Payoff Condition 36.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 37: Standard Knock-out Range Accrual Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Knock-out Range Accrual Redemption to be applicable.*

*The following terms and conditions (the **Standard Knock-out Range Accrual Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Knock-out Range Accrual Redemption (the **Standard Knock-out Range Accrual Redemption**) is applicable. These Standard Knock-out Range Accrual Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Knock-out Range Accrual Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 37 STANDARD KNOCK-OUT RANGE ACCRUAL REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Margin<sub>2</sub> added to the result of (A) Accrual Factor multiplied by (B) Leverage multiplied by Underlying Value of the Underlying on the Redemption Observation Date added to Margin<sub>1</sub>. The Accrual Factor is calculated as (a) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days during the relevant Accrual Factor Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Accrual Factor Observation Period or (b) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Knock-out Event Observation Period. An Accrual Factor Knock-out Event occurs if the Underlying Value is not within the Accrual Factor Knock-out Range on (i) (if 'Any Accrual Factor Event Day' is applicable) any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) (if 'Specific Accrual Factor Event Day' is applicable) each Accrual Factor Event Days falling in the Accrual Factor Observation Period. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects if an Accrual Factor Knock-out Event has occurred which itself affects the period over which the Accrual Factor is calculated (ii) affects the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff and (iii) is also used as a separate component in the formula used to calculate the Redemption Payoff.*

#### 37.1 Definitions and interpretation

For the purposes of these Standard Knock-out Range Accrual Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Determination Date, (i) if an Accrual Factor Knock-out Event has not occurred, the number of Range Accrual Days in the relevant Accrual Factor Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Accrual Factor Observation Period, or (ii) if an Accrual Factor Knock-out Event has occurred, the number of Range Accrual Days in the relevant Knock-out Event Observation Period in respect of which the relevant Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Knock-out Event Observation Period, in each case as determined by the Calculation Agent.

**Accrual Factor Event Day** means, with respect to an Accrual Factor Observation Period, each date specified as an Accrual Factor Event Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Accrual Factor Knock-out Event** means, in respect of a Redemption Determination Date, that the Underlying Value is not within the Accrual Factor Knock-out Range on (i) if ‘Any Accrual Factor Event Day’ is specified in the applicable Final Terms, any Accrual Factor Event Day falling in the Accrual Factor Observation Period, or (ii) if ‘Specific Accrual Factor Event Day’ is specified in the applicable Final Terms, each Accrual Factor Event Day falling in the Accrual Factor Observation Period.

**Accrual Factor Knock-out Range or Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Accrual Factor Observation Period** means, in respect of a Redemption Determination Date, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption Determination Date.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Global Underlying Value** means the Underlying Value of the Underlying on a Redemption Observation Date.

**Knock-out Event Observation Period** means, in respect of a Redemption Determination Date, the period from and including the date on which the relevant Accrual Factor Observation Period starts on, to and including the first Accrual Factor Event Day on which an Accrual Factor Knock-out Event occurs during the relevant Accrual Factor Observation Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

**Margin<sub>1</sub>** or **Margin<sub>2</sub>** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than the relevant Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than or equal to the relevant Lower Limit and lower than the relevant Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is greater than the relevant Lower Limit and lower than or equal to the relevant Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day or Accrual Factor Event Day, as applicable, the Underlying Value is less than the relevant Lower Limit or greater than the relevant Upper Limit.

**Range Accrual Day** means, with respect to an Accrual Factor Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Accrual Factor Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, in respect of a Redemption Determination Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day, an Accrual Factor Knock Event Day or an Redemption Observation Date, as applicable:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms and corresponding to the Accrual Factor Knock-out Range or Range, as applicable.

### 37.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Knock-out Range Accrual Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \text{Leverage} \times \text{Global Underlying Value} + \text{Margin}_1 \right) \times \text{Accrual Factor} + \text{Margin}_2 \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Knock-out Range Accrual Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Knock-out Range Accrual Redemption Payoff Condition 37.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 38: Standard Product Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Product Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Product Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Product Basket Redemption (the **Standard Product Basket Redemption**) is applicable. These Standard Product Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Product Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 38 STANDARD PRODUCT BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of the Initial Product Basket subtracted from Final Product Basket divided by Final Product Basket. The Final Product Basket means the Basket Value on the Final Underlying Observation Date and the Initial Product Basket means the Basket Value on the Initial Underlying Observation Date. The Basket Value is the result of the Ratio multiplied by the product of each Underlying Value<sub>i</sub> exponentiated to the corresponding Weight<sub>i</sub>. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying on each relevant date (exponentiated to the corresponding weight) will be used as a component in this calculation and each will therefore affect the Redemption Payoff, subject to the Cap and the Floor.*

#### 38.1 Definitions and interpretation

For the purposes of these Standard Product Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to an Redemption Observation Date,

$$\text{Ratio} \times \prod_{i=1}^{i=n} ((\text{Underlying Value}_i)^{\text{Weight}_i})$$

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Final Product Basket** means the Basket Value on the Final Underlying Observation Date.

**Final Underlying Observation Date** means, with respect to a Redemption Determination Date, the date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Initial Product Basket** means the Basket Value on the Initial Underlying Observation Date.

**Initial Underlying Observation Date** means, with respect to a Redemption Determination Date, the date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the

applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**n** means the total number of Underlying<sub>i</sub>.

**Ratio** means the ratio specified as such in the applicable Final Terms.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means a Final Underlying Observation Date or an Initial Underlying Observation Date, as applicable.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an <sub>i</sub> as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**(Underlying Value)<sup>Weight<sub>i</sub></sup>** means Underlying Value<sub>i</sub> exponentiated to the power of the corresponding Weight<sub>i</sub>.

**Weight** means the number or percentage specified as such in the applicable Final Terms.

**Weight<sub>i</sub>** means each Weight corresponding to an <sub>i</sub> as specified in the applicable Final Terms.

$\prod_{i=1}^n$  means the multiplication of each of the values which follow in brackets.

## 38.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Product Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:



$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \left( \frac{\text{Final Product Basket} - \text{Initial Product Basket}}{\text{Final Product Basket}} \right) \right) \right)$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Product Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Product Basket Redemption Payoff Condition 38.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 39: Standard Multi Fixed Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Multi Fixed Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Multi Fixed Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Multi Fixed Basket Redemption (the **Standard Multi Fixed Basket Redemption**) is applicable. These Standard Multi Fixed Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Multi Fixed Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 39 STANDARD MULTI FIXED BASKET REDEMPTION

*The Redemption Payoff is calculated on the Redemption Determination Date as (a) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> or (b) if the Underlying Value of any Underlying<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Redemption Observation Date, being Fixed Percentage<sub>1</sub> or (c) otherwise, being Fixed Percentage<sub>2</sub>. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the various Underlying<sub>i</sub> or Underlying<sub>j</sub> may each therefore affect which fixed percentage is used to calculate the Redemption Payoff applicable to the Certificates.*

#### 39.1 Definitions and interpretation

For the purposes of these Standard Multi Fixed Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Fixed Percentage<sub>1</sub>** or **Fixed Percentage<sub>2</sub>** means the percentage specified as such in the applicable Final Terms.

**i** or **j** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Lower Limit<sub>i</sub>** or **Lower Limit<sub>j</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub> or Underlying<sub>j</sub>.

**Range** means, in respect of Underlying<sub>i</sub> or Underlying<sub>j</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub> or Underlying<sub>j</sub>.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than or equal to the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than or equal to the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than or equal to the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is greater than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> and lower than or equal to the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Range<sub>i</sub>** means that on the relevant Redemption Observation Date each Underlying Value<sub>i</sub> or Underlying Value<sub>j</sub> is lower than the Lower Limit<sub>i</sub> or Lower Limit<sub>j</sub> or greater than the Upper Limit<sub>i</sub> or Upper Limit<sub>j</sub>, in each case, as the case may be.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, in respect of a Redemption Determination Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling such number of Business Days immediately preceding the Redemption Determination Date as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff**, **Standard Redemption Payoff<sub>1</sub>** or **Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** and **Underlying<sub>j</sub>** means an Underlying corresponding to an i and j number, respectively, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions), all Underlying<sub>j</sub> together constitute a Basket or a Multi-Asset Basket, as applicable and all Underlying<sub>i</sub> and Underlying<sub>j</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable.

**Underlying Value** means, with respect to an Redemption Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub>** means the Underlying Value of an Underlying<sub>j</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Underlying Value<sub>j</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>j</sub>.

**Upper Limit<sub>i</sub>** or **Upper Limit<sub>j</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub> or Underlying<sub>j</sub>.

## 39.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (i) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on the relevant Redemption Observation Date, Fixed Percentage<sub>1</sub>; or
  - (ii) if any Underlying Value<sub>j</sub> is within the Underlying Value<sub>j</sub> Range on the relevant Redemption Observation Date, Fixed Percentage<sub>1</sub>; or
  - (iii) otherwise, Fixed Percentage<sub>2</sub>.
- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Multi Fixed Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Multi Fix Redemption Payoff Condition 39.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## Standard Payoff Conditions: Part B: Chapter 40: Standard Fixed Range Accrual Basket Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Standard Fixed Range Accrual Basket Redemption to be applicable.*

*The following terms and conditions (the **Standard Fixed Range Accrual Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Standard Fixed Range Accrual Basket Redemption (the **Standard Fixed Range Accrual Basket Redemption**) is applicable. These Standard Fixed Range Accrual Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Standard Fixed Range Accrual Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 40 STANDARD FIXED RANGE ACCRUAL BASKET REDEMPTION

*The Redemption Payoff is calculated as Fixed Percentage multiplied by Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The Underlying Value<sub>i</sub> reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>i</sub> will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff.*

#### 40.1 Definitions and interpretation

For the purposes of these Standard Fixed Range Accrual Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>i</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>** has the meaning set out in the relevant Combination Payoff Condition.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying<sub>i</sub>** means an Underlying corresponding to an *i*, as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;

- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

#### 40.2 Redemption Payoff

- (a) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Range Accrual Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Fixed Percentage} \times \text{Accrual Factor}$$

and expressed as a percentage.

- (b) The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Standard Fixed Range Accrual Basket Redemption is applicable as a relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable, for the purposes of any applicable Combination Payoff Condition shall be calculated in accordance with such Combination Payoff Condition and the Redemption Payoff determined in accordance with Standard Fixed Range Accrual Basket Redemption Payoff Condition 40.2(a) shall be used in the relevant Combination Payoff Condition as the relevant Standard Redemption Payoff, Standard Redemption Payoff<sub>1</sub> or Standard Redemption Payoff<sub>2</sub>, as applicable.

## ANNEX 5 – COMBINATION PAYOFF CONDITIONS

*The chapters of this annex each set out additional terms and conditions that may apply to the interest and/or redemption in respect of the Certificates.*

*The terms and conditions applicable to the Linked Interest Rate on Linked Interest Certificates and/or the Redemption Payoff on Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*If the applicable Final Terms specify that a Combination Interest Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Combination Interest Payoff shall only apply for the purposes of determining the relevant Linked Interest Rate in accordance with such Payoff Feature.*

*If the applicable Final Terms specify that a Combination Redemption Payoff is applicable for the purposes of a Payoff Feature specified in the applicable Final Terms as applicable, such Combination Redemption Payoff shall only apply for the purposes of determining the relevant Redemption Payoff in accordance with such Payoff Feature.*

*If the applicable Final Terms specify that a Combination Interest Payoff is applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, as the case may be, such Combination Interest Payoff shall only apply for the purposes of determining the Final Redemption Amount, Instalment Redemption Amount or Early Redemption Amount in accordance with the applicable Redemption Method.*

*All capitalised terms that are not defined in these Combination Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following chapters comprise the terms and conditions (the **Combination Payoff Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Combination Payoff Conditions is applicable. Only those chapters containing a payoff specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Combination Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*The Combination Payoff Conditions are set out as follows:*

### **Part A**

#### **Combination Interest Payoff Conditions**

*The interest payable (if any) on the Certificates may (i) be calculated using the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms) which will use one or more Linked Interest Rates, determined in accordance with the Standard Payoff Conditions (as may be specified in the applicable Final Terms and as described in greater detail in Annex 4 (Standard Payoff Conditions)) and (ii) be affected by a Payoff Feature which is dependent on the Linked Interest Rate determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Payoff Feature Conditions)).*

Combination Addition Interest	Chapter 1
Combination Capitalisation Interest	Chapter 2



Combination Complex Digital Interest	Chapter 3
Combination Division Interest	Chapter 4
Combination Multiplication Interest	Chapter 5
Combination Ratchet Interest	Chapter 6
Combination Range Interest	Chapter 7
Combination Resettable Range Interest	Chapter 8
Combination Snowrange Interest	Chapter 9
Combination Subtract Interest	Chapter 10
Combination Maximum Interest	Chapter 11
Combination Minimum Interest	Chapter 12
Combination Complex Digital Basket Interest	Chapter 13
Combination Payoff-Linked Digital Interest	Chapter 14

## **Part B**

### **Combination Redemption Payoff Conditions**

*The amount payable on redemption (if any) of the Certificates may (i) be calculated using the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms) which will use one or more Redemption Payoffs, determined in accordance with the Standard Payoff Conditions (as may be specified in the applicable Final Terms and as described in greater detail in Annex 4 (Standard Payoff Conditions)) and (ii) be affected by a Payoff Feature which is dependent on the Redemption Payoff determined in accordance with one of the chapters which follows (as may be specified in the applicable Final Terms and as described in greater detail in Annex 6 (Payoff Feature Conditions)).*

Combination Addition Redemption	Chapter 1
Combination Capitalisation Redemption	Chapter 2
Combination Complex Digital Redemption	Chapter 3
Combination Division Redemption	Chapter 4
Combination Multiplication Redemption	Chapter 5
Combination Ratchet Redemption	Chapter 6
Combination Range Redemption	Chapter 7
Combination Resettable Range Redemption	Chapter 8
Combination Snowrange Redemption	Chapter 9
Combination Subtract Redemption	Chapter 10
Combination Maximum Redemption	Chapter 11
Combination Minimum Redemption	Chapter 12
Combination Complex Digital Basket Redemption	Chapter 13
Combination Complex Digital Basket Contingency Redemption	Chapter 14
Combination Payoff-Linked Digital Redemption	Chapter 15

## Combination Payoff Conditions: Part A: Chapter 1: Combination Addition Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Addition Interest to be applicable.*

*The following terms and conditions (the **Combination Addition Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Addition Interest (the **Combination Addition Interest**) is applicable. These Combination Addition Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Addition Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 1 COMBINATION ADDITION INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the result of adding together the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> and the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 1.1 Definitions and Interpretation

For the purposes of these Combination Addition Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as 'not applicable', the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 1.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Addition Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1 + \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 2: Combination Capitalisation Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Capitalisation Interest to be applicable.*

*The following terms and conditions (the **Combination Capitalisation Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Capitalisation Interest (the **Combination Capitalisation Interest**) is applicable. These Combination Capitalisation Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Capitalisation Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 COMBINATION CAPITALISATION INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Previous Interest Amount multiplied by the result of Leverage, multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> added to 1. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 2.1 Definitions and Interpretation

For the purposes of these Combination Capitalisation Interest Payoff Conditions, the following terms shall have the following meanings:

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**First Interest Amount Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount Percentage** means:

- (i) if ‘Specific Interest Accrual Period’ is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if ‘Previous Interest Accrual Period’ is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Previous Interest Amount** means (i) with respect to the first Interest Accrual Period, the First Interest Amount Percentage, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 2.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Capitalisation Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Previous Interest Amount} \times (1 + \text{Leverage} \times \text{Standard Interest Payoff}_1))$$

and expressed as a percentage.

### Combination Payoff Conditions: Part A: Chapter 3: Combination Complex Digital Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Interest to be applicable.*

*The following terms and conditions (the **Combination Complex Digital Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Interest (the **Combination Complex Digital Interest**) is applicable. These Combination Complex Digital Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Complex Digital Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 3 COMBINATION COMPLEX DIGITAL INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as either (a) if the Underlying Value is within the Range on each relevant Performance Observation Date, the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> or (b) otherwise, the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. The value of the Underlying will therefore affect which Standard Payoff Condition is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 3.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Interest Payoff Conditions, the following terms shall have the following meanings:

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Performance Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Performance Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Performance Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Performance Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Performance Observation Date the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

### 3.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Complex Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if Underlying Value is within the Range on each Performance Observation Date, Standard Interest Payoff<sub>1</sub>; or
- (b) otherwise, Standard Interest Payoff<sub>2</sub>.

## Combination Payoff Conditions: Part A: Chapter 4: Combination Division Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Division Interest to be applicable.*

*The following terms and conditions (the **Combination Division Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Division Interest (the **Combination Division Interest**) is applicable. These Combination Division Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Division Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 COMBINATION DIVISION INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> divided by the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 4.1 Definitions and Interpretation

For the purposes of these Combination Division Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 4.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Division Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max} \left( \text{Floor}, \left( \frac{\text{Standard Interest Payoff}_1}{\text{Standard Interest Payoff}_2} \right) \right)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 5: Combination Multiplication Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Multiplication Interest to be applicable.*

*The following terms and conditions (the **Combination Multiplication Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Multiplication Interest (the **Combination Multiplication Interest**) is applicable. These Combination Multiplication Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Multiplication Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 COMBINATION MULTIPLICATION INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 5.1 Definitions and Interpretation

For the purposes of these Combination Multiplication Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 5.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Multiplication Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, (\text{Standard Interest Payoff}_{f_1} \times \text{Standard Interest Payoff}_{f_2}))$$

and expressed as a percentage.



## Combination Payoff Conditions: Part A: Chapter 6: Combination Ratchet Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Ratchet Interest to be applicable.*

*The following terms and conditions (the **Combination Ratchet Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Ratchet Interest (the **Combination Ratchet Interest**) is applicable. These Combination Ratchet Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Ratchet Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 6 COMBINATION RATCHET INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the Previous Interest Amount added to the result of Leverage multiplied by the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 6.1 Definitions and Interpretation

For the purposes of these Combination Ratchet Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**First Interest Amount Percentage** means the percentage specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount Percentage** means:

- (i) if ‘Specific Interest Accrual Period’ is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if ‘Previous Interest Accrual Period’ is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X, Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Previous Interest Amount** means (i) with respect to the first Interest Accrual Period, the First Interest Amount Percentage, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff<sub>1</sub> specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 6.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Ratchet Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Previous Interest Amount} + \text{Leverage} \times \text{Standard Interest Payoff}_1))$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 7: Combination Range Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Range Interest to be applicable.*

*The following terms and conditions (the **Combination Range Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Range Interest (the **Combination Range Interest**) is applicable. These Combination Range Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Range Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 7 COMBINATION RANGE INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The value of the Underlying will therefore affect the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 7.1 Definitions and Interpretation

For the purposes of these Combination Range Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff<sub>1</sub> specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 7.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Range Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Standard Interest Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 8: Combination Resettable Range Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Resettable Range Interest to be applicable.*

*The following terms and conditions (the **Combination Resettable Range Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Resettable Interest (the **Combination Resettable Range Interest**) is applicable. These Combination Resettable Range Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Resettable Range Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 8 COMBINATION RESETTABLE RANGE INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin from Underlying Value on the relevant Initial Underlying Observation Date and the upper level used for the Resettable Range is calculated by adding Margin to the Underlying Value on the relevant Initial Underlying Observation Date. The value of the Underlying will therefore affect the Linked Interest Rate since the value of the Underlying (i) affects the way that the limits of the Resettable Range used in the Accrual Factor are calculated and (ii) the value of the Accrual Factor which is used as a component in the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 8.1 Definitions and Interpretation

For the purposes of these Combination Resettable Range Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Initial Underlying Observation Date** means, with respect to an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means, with respect to an Interest Accrual Period, the Underlying Value on the relevant Initial Underlying Observation Date.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Resettable Range Accrual Level** means:

*(Initial Underlying Value – Margin)*

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, be zero (0).

**Range Accrual Day** means, with respect to an Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Resettable Range** means any one (only) of Resettable Range<sub>1</sub>, Resettable Range<sub>2</sub>, Resettable Range<sub>3</sub>, Resettable Range<sub>4</sub> or Resettable Range<sub>5</sub> as specified in the applicable Final Terms.

**Resettable Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or an Initial Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Resettable Range Accrual Level** means:

*(Initial Underlying Value + Margin)*

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## **8.2 Linked Interest Rate**

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Resettable Range Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Standard Interest Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 9: Combination Snowrange Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Snowrange Interest to be applicable.*

*The following terms and conditions (the **Combination Snowrange Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Snowrange Interest (the **Combination Snowrange Interest**) is applicable. These Combination Snowrange Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Snowrange Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 9 COMBINATION SNOWRANGE INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the Previous Interest Amount multiplied by the Accrual Factor. The Previous Interest Amount is calculated by reference to Standard Interest Payoff<sub>1</sub> in relation to a previous period or in the case of the first Interest Accrual Period, the First Interest Amount. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Interest Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Interest Observation Period. The value of the Underlying will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Linked Interest Rate. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 9.1 Definitions and Interpretation

For the purposes of these Combination Snowrange Interest Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to an Interest Accrual Period, the number of Range Accrual Days in the relevant Interest Observation Period in respect of which the Underlying Value was within the relevant Range, divided by the total number of Range Accrual Days in such Interest Observation Period, in each case as determined by the Calculation Agent.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**First Interest Amount** means the percentage specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount Percentage** means:

- (i) if 'Specific Interest Accrual Period' is specified in the applicable Final Terms, with respect to a specified Interest Accrual Period, the Interest Amount with respect to the previous specific Interest Accrual Period as so specified in the applicable Final Terms;
- (ii) if 'Previous Interest Accrual Period' is specified in the applicable Final Terms, with respect to an Interest Accrual Period, the Interest Amount with respect to the immediately preceding Interest Accrual Period;

in each case divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.



**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Previous Interest Amount** means (i) with respect to the first Interest Accrual Period, the First Interest Amount, and (ii) with respect to all other Interest Accrual Periods, the Interest Amount Percentage.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, in respect of each Interest Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff<sub>1</sub> specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## **9.2 Linked Interest Rate**

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Snowrange Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\textit{Previous Interest Amount} \times \textit{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 10: Combination Subtract Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Subtract Interest to be applicable.*

*The following terms and conditions (the **Combination Subtract Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Subtract Interest (the **Combination Subtract Interest**) is applicable. These Combination Subtract Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Subtract Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 10 COMBINATION SUBTRACT INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub> subtracted from the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 10.1 Definitions and Interpretation

For the purposes of these Combination Subtract Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 10.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Subtract Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1 - \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 11: Combination Maximum Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Maximum Interest to be applicable.*

*The following terms and conditions (the **Combination Maximum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Maximum Interest (the **Combination Maximum Interest**) is applicable. These Combination Maximum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Maximum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 11 COMBINATION MAXIMUM INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor, (ii) the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub>, and (iii) the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 11.1 Definitions and Interpretation

For the purposes of these Combination Maximum Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 24 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 11.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Maximum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max}(\text{Floor}, \text{Standard Interest Payoff}_1, \text{Standard Interest Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part A: Chapter 12: Combination Minimum Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Minimum Interest to be applicable.*

*The following terms and conditions (the **Combination Minimum Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Minimum Interest (the **Combination Minimum Interest**) is applicable. These Combination Minimum Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Minimum Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 12 COMBINATION MINIMUM INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the lesser of (a) the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> and (b) the Linked Interest Rate calculated using Standard Interest Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 12.1 Definitions and Interpretation

For the purposes of these Combination Minimum Interest Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 12.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Minimum Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

$$\text{Max} \left( \text{Floor}, \text{Min} \left( \text{Standard Interest Payoff}_1, \text{Standard Interest Payoff}_2 \right) \right)$$

and expressed as a percentage.

## Standard Payoff Conditions: Part A: Chapter 13: Combination Complex Digital Basket Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Interest to be applicable.*

*The following terms and conditions (the **Combination Complex Digital Basket Interest Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Interest (the **Combination Complex Digital Basket Interest**) is applicable. These Combination Complex Digital Basket Interest Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Complex Digital Basket Interest Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 13 COMBINATION COMPLEX DIGITAL BASKET INTEREST

*The Linked Interest Rate is calculated as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each relevant Performance Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Linked Interest Rate calculated using Standard Interest Payoff<sub>j</sub> added to Margin or (B) otherwise, being the Fixed Rate. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>i</sub> will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff<sub>j</sub> used as a component for this Combination Payoff Condition.*

#### 13.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Basket Interest Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Period** means, in respect of an Interest Accrual Period, the period from and including each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first day of the relevant Interest Accrual Period to and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the last day of that Interest Accrual Period.

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X,Y)$  means whichever is the lesser of component X and component Y.

**Performance Observation Date** means, with respect to an Interest Observation Period, each date specified as a Performance Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Interest Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Range** means in respect of each Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms for such Underlying<sub>i</sub>.

**Range<sub>1</sub>** means that on the relevant Performance Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Performance Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Performance Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Performance Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Performance Observation Date the relevant Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>i</sub>** means the Standard Interest Payoff<sub>i</sub> specified as such in the applicable Final Terms.

**Underlying<sub>i</sub>** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Performance Observation Date:

- (a) in respect of an Underlying<sub>i</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>i</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>i</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>i</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>i</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

### 13.2 Linked Interest Rate

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Complex Digital Basket Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each Performance Observation Date, be calculated as follows:

$$\text{Min}(Cap, \text{Max}(\text{Floor}, \text{Leverage} \times \text{Standard Interest Payoff}_1 + \text{Margin}))$$

and expressed as a percentage.

- (b) otherwise, be equal to Fixed Rate.



## Combination Payoff Conditions: Part A: Chapter 14: Combination Payoff-Linked Digital Interest

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Payoff-Linked Digital Interest to be applicable.*

*The following terms and conditions (the **Combination Payoff-Linked Digital Interest Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Payoff-Linked Digital Interest (the **Combination Payoff-Linked Digital Interest**) is applicable. These Combination Payoff-Linked Digital Interest Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Payoff-Linked Digital Interest Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 14 COMBINATION PAYOFF-LINKED DIGITAL INTEREST

*The Linked Interest Rate applicable to the Certificates is calculated as either (a) if the Standard Interest Payoff<sub>2</sub> is within the Range, the Linked Interest Rate calculated using Standard Interest Payoff<sub>1</sub> or (b) otherwise, the Fixed Rate. The value of the Standard Interest Payoff<sub>2</sub>, which may depend on the value of an Underlying, will therefore affect which rate is used to calculate the Linked Interest Rate applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff used as a component for this Combination Payoff Condition.*

#### 14.1 Definitions and Interpretation

For the purposes of these Combination Payoff-Linked Digital Interest Payoff Conditions, the following terms shall have the following meanings:

**Fixed Rate** means the rate specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Observation Date** means, with respect to an Interest Accrual Period, each date falling such number of Business Days immediately preceding the first or last day of such Interest Accrual Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date the Standard Interest Payoff<sub>2</sub> is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date the Standard Interest Payoff<sub>2</sub> is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date the Standard Interest Payoff<sub>2</sub> is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date the Standard Interest Payoff<sub>2</sub> is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date the Standard Interest Payoff<sub>2</sub> is lower than the Lower Limit or greater than the Upper Limit.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff<sub>1</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Standard Interest Payoff<sub>2</sub>** means the Standard Interest Payoff specified as such in the applicable Final Terms.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Linked Interest Rate, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### **14.2 Linked Interest Rate**

The Linked Interest Rate applicable to an Interest Accrual Period for Certificates for which Combination Payoff-Linked Digital Interest is applicable in respect of such Interest Accrual Period shall be calculated as follows:

- (a) if Standard Interest Payoff<sub>2</sub> is within the Range on the relevant Interest Observation Date, Standard Interest Payoff<sub>1</sub>; or
- (b) otherwise, be equal to the Fixed Rate.

## Combination Payoff Conditions: Part B: Chapter 1: Combination Addition Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Addition Redemption to be applicable.*

*The following terms and conditions (the **Combination Addition Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Addition Redemption (the **Combination Addition Redemption**) is applicable. These Combination Addition Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Addition Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 1 COMBINATION ADDITION REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor and (ii) the result of adding together the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> and the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 1.1 Definitions and Interpretation

For the purposes of these Combination Addition Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 1.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Addition Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}; \text{Standard Redemption Payoff}_1 + \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 2: Combination Capitalisation Redemption

*This chapter sets out additional terms and conditions Certificates for which the applicable Final Terms specify Combination Capitalisation Redemption to be applicable.*

*The following terms and conditions (the **Combination Capitalisation Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Capitalisation Redemption (the **Combination Capitalisation Redemption**) is applicable. These Combination Capitalisation Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Capitalisation Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 COMBINATION CAPITALISATION REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the Alternative Redemption multiplied by the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> added to 1. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 2.1 Definitions and Interpretation

For the purposes of these Combination Capitalisation Redemption Payoff Conditions, the following terms shall have the following meanings:

**Alternative Redemption** means:

- (1) with respect to Certificates, other than Instalment Certificates, the First Redemption Percentage; or
- (2) with respect to Instalment Certificates:
  - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff determined with respect to the previous specific Redemption Determination Date as so specified in the applicable Final Terms;
  - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff determined with respect to the immediately preceding Redemption Determination Date; or
  - (c) with respect to the first Redemption Determination Date, the First Redemption Percentage.

**First Redemption Percentage** means the percentage specified in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 2.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Capitalisation Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Alternative Redemption} \times (1 + \text{Leverage} \times \text{Standard Redemption Payoff}_1))$$

and expressed as a percentage.

### Combination Payoff Conditions: Part B: Chapter 3: Combination Complex Digital Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Redemption to be applicable.*

*The following terms and conditions (the **Combination Complex Digital Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Redemption (the **Combination Complex Digital Redemption**) is applicable. These Combination Complex Digital Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Complex Digital Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 3 COMBINATION COMPLEX DIGITAL REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as either (a) if the Underlying Value is within the Range on each relevant Redemption Observation Date, the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or (b) otherwise, the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. The value of the Underlying will therefore affect which Standard Payoff Condition is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 3.1 Definitions and Interpretation

For the purposes of these Combination Complex Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Redemption Observation Date:

- (d) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (e) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (f) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (g) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (h) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

### 3.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if Underlying Value is within the Range on each Performance Observation Date, Standard Redemption Payoff<sub>1</sub>; or
- (b) otherwise, Standard Redemption Payoff<sub>2</sub>.



## Combination Payoff Conditions: Part B: Chapter 4: Combination Division Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Division Redemption to be applicable.*

*The following terms and conditions (the **Combination Division Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Division Redemption (the **Combination Division Redemption**) is applicable. These Combination Division Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Division Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 COMBINATION DIVISION REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> divided by the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 4.1 Definitions and Interpretation

For the purposes of these Combination Division Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 4.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Division Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max} \left( \text{Floor}, \left( \frac{\text{Standard Redemption Payoff}_1}{\text{Standard Redemption Payoff}_2} \right) \right)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 5: Combination Multiplication Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Multiplication Redemption to be applicable.*

*The following terms and conditions (the **Combination Multiplication Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Multiplication Redemption (the **Combination Multiplication Redemption**) is applicable. These Combination Multiplication Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Multiplication Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 COMBINATION MULTIPLICATION REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 5.1 Definitions and Interpretation

For the purposes of these Combination Multiplication Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff, specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff, specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 5.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Multiplication Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, (\text{Standard Redemption Payoff}_1 \times \text{Standard Redemption Payoff}_2))$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 6: Combination Ratchet Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Ratchet Redemption to be applicable.*

*The following terms and conditions (the **Combination Ratchet Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Ratchet Redemption (the **Combination Ratchet Redemption**) is applicable. These Combination Ratchet Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Ratchet Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 6 COMBINATION RATCHET REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) Alternative Redemption added to the result of Leverage multiplied by the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 6.1 Definitions and Interpretation

For the purposes of these Combination Ratchet Redemption Payoff Conditions, the following terms shall have the following meanings:

**Alternative Redemption** means:

- (1) with respect to Certificates, other than Instalment Certificates, the First Redemption Percentage; or
- (2) with respect to Instalment Certificates:
  - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff, determined with respect to the previous specific Redemption Determination Date as so specified in the applicable Final terms;
  - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff, determined with respect to the immediately preceding Redemption Determination Date; or
  - (c) with respect to first Redemption Determination Date, the First Redemption Percentage.

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**First Redemption Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Min}(X, Y)$  means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 6.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Ratchet Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Min}(\text{Cap}, \text{Max}(\text{Floor}, \text{Alternative Redemption} + \text{Leverage} \times \text{Standard Redemption Payoff}_1))$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 7: Combination Range Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Range Redemption to be applicable.*

*The following terms and conditions (the **Combination Range Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Range Redemption (the **Combination Range Redemption**) is applicable. These Combination Range Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Range Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 7 COMBINATION RANGE REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The value of the Underlying will therefore affect the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 7.1 Definitions and Interpretation

For the purposes of these Combination Range Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is lower than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## **7.2 Redemption Payoff**

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Range Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Standard Redemption Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 8: Combination Resettable Range Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Resettable Range Redemption to be applicable.*

*The following terms and conditions (the **Combination Resettable Range Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Resettable Range Redemption (the **Combination Resettable Range Redemption**) is applicable. These Combination Resettable Range Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Resettable Range Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 8 COMBINATION RESETTABLE RANGE REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Resettable Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The lower level used for the Resettable Range is calculated by subtracting Margin from Underlying Value on the relevant Initial Underlying Observation Date and the upper level used for the Resettable Range is calculated by adding Margin to the Underlying Value on the relevant Initial Underlying Observation Date. The value of the Underlying will therefore affect the Redemption Payoff since the value of the Underlying (i) affects the way that the limits of the Resettable Range used in the Accrual Factor are calculated and (ii) the value of the Accrual Factor which is used as a component in the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 8.1 Definitions and Interpretation

For the purposes of these Combination Resettable Range Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Resettable Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Initial Underlying Observation Date** means, with respect to a Redemption Observation Period, the date falling such number of Business Days immediately preceding the first day of such Redemption Observation Period as specified in the applicable Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Initial Underlying Value** means the Underlying Value on the relevant Initial Underlying Observation Date.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Lower Resettable Range Accrual Level** means:



*(Initial Underlying Value – Margin)*

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Range Accrual Day** means, in respect of the Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final Terms which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Resettable Range** means any one (only) of Resettable Range<sub>1</sub>, Resettable Range<sub>2</sub>, Resettable Range<sub>3</sub>, Resettable Range<sub>4</sub> or Resettable Range<sub>5</sub> as specified in the applicable Final Terms.

**Resettable Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Resettable Range Accrual Level and lower than the Upper Resettable Range Accrual Level.

**Resettable Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Resettable Range Accrual Level and lower than or equal to the Upper Resettable Range Accrual Level.

**Resettable Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Resettable Range Accrual Level or greater than the Upper Resettable Range Accrual Level.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day or an Initial Underlying Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Resettable Range Accrual Level** means:

*(Initial Underlying Value + Margin)*

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 8.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Resettable Range Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Standard Redemption Payoff}_1 \times \text{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 9: Combination Snowrange Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Snowrange Redemption to be applicable.*

*The following terms and conditions (the **Combination Snowrange Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Snowrange Redemption (the **Combination Snowrange Redemption**) is applicable. These Combination Snowrange Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Snowrange Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 9 COMBINATION SNOWRANGE REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as the Redemption Payoff calculated using the Alternative Redemption or the First Redemption Amount, as applicable, multiplied by the Accrual Factor. The Accrual Factor is calculated as the number of Range Accrual Days during the relevant Redemption Observation Period on which the Underlying Value is within the relevant Range divided by the total number of Range Accrual Days in the relevant Redemption Observation Period. The value of the Underlying will therefore affect the value of the Accrual Factor which is used as a component of the formula used to calculate the Redemption Payoff. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the Standard Redemption Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### 9.1 Definitions and Interpretation

For the purposes of these Combination Snowrange Redemption Payoff Conditions, the following terms shall have the following meanings:

**Accrual Factor** means, with respect to a Redemption Observation Period, the number of Range Accrual Days in the relevant Redemption Observation Period in respect of which the Underlying Value was within the relevant Range, divided by the total number of Range Accrual Days in such Redemption Observation Period, in each case as determined by the Calculation Agent.

**Alternative Redemption** means:

- (1) with respect to Certificates, other than Instalment Certificates, the Redemption Payoff determined in accordance with Standard Redemption Payoff<sub>1</sub> on the Alternative Redemption Date;
- (2) with respect to Instalment Certificates:
  - (a) if ‘Specific Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a specified Redemption Determination Date, the Redemption Payoff determined in accordance with Standard Redemption Payoff<sub>1</sub> with respect to the previous specific Redemption Determination Date as so specified in the applicable Final terms; or
  - (b) if ‘Previous Redemption Determination Date’ is specified in the applicable Final Terms, with respect to a Redemption Determination Date, the Redemption Payoff determined in accordance with Standard Redemption Payoff<sub>1</sub> with respect to the immediately preceding Redemption Determination Date;
  - (c) with respect to the first Redemption Determination Date in the case of Instalment Certificates, the First Redemption Amount.

**Alternative Redemption Date** means the date falling such number of Business Days immediately preceding the relevant Redemption Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**First Redemption Amount** means the percentage specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Range Accrual Day the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Range Accrual Day the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Range Accrual Day** means, with respect to a Redemption Observation Period, each date specified as a Range Accrual Day in the applicable Final (as specified in the applicable Final Terms) falling within such Redemption Observation Period, each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms.

**Underlying Value** means, with respect to a Range Accrual Day:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 9.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Snowrange Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\textit{Alternative Redemption} \times \textit{Accrual Factor}$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 10: Combination Subtract Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Subtract Redemption to be applicable.*

*The following terms and conditions (the **Combination Subtract Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Subtract Redemption (the **Combination Subtract Redemption**) is applicable. These Combination Subtract Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Subtract Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 10 COMBINATION SUBTRACT REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub> subtracted from the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 10.1 Definitions and Interpretation

For the purposes of these Combination Subtract Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 10.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Subtract Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Standard Redemption Payoff}_1 - \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 11: Combination Maximum Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Maximum Redemption to be applicable.*

*The following terms and conditions (the **Combination Maximum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Maximum Redemption (the **Combination Maximum Redemption**) is applicable. These Combination Maximum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Maximum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 11 COMBINATION MAXIMUM REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as the greater of (i) Floor, (ii) the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> and (iii) the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 11.1 Definitions and Interpretation

For the purposes of these Combination Maximum Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 11.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Maximum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

$$\text{Max}(\text{Floor}, \text{Standard Redemption Payoff}_1, \text{Standard Redemption Payoff}_2)$$

and expressed as a percentage.

## Combination Payoff Conditions: Part B: Chapter 12: Combination Minimum Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Minimum Redemption to be applicable.*

*The following terms and conditions (the **Combination Minimum Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Minimum Redemption (the **Combination Minimum Redemption**) is applicable. These Combination Minimum Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Minimum Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 12 COMBINATION MINIMUM REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated on the Redemption Determination Date as the greater of (i) Floor and (ii) the lesser of (a) the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or (b) the Redemption Payoff calculated using Standard Redemption Payoff<sub>2</sub>. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 12.1 Definitions and Interpretation

For the purposes of these Combination Minimum Redemption Payoff Conditions, the following terms shall have the following meanings:

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

#### 12.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Minimum Redemption is applicable shall be calculated on such Redemption Determination Date as follows:



$$\text{Max} \left( \text{Floor}, \text{Min} \left( \text{Standard Redemption Payoff}_1, \text{Standard Redemption Payoff}_2 \right) \right)$$

and expressed as a percentage.

## **Combination Payoff Conditions: Part B: Chapter 13: Combination Complex Digital Basket Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Redemption to be applicable.*

*The following terms and conditions (the **Combination Complex Digital Basket Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Redemption (the **Combination Complex Digital Basket Redemption**) is applicable. These Combination Complex Digital Basket Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Complex Digital Basket Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **13 COMBINATION COMPLEX DIGITAL BASKET REDEMPTION**

*The Redemption Payoff is calculated as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each relevant Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff<sub>i</sub> then added to Margin or (B) otherwise, being the Fixed Percentage. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>i</sub> will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff<sub>i</sub> used as a component for this Combination Payoff Condition.*

#### **13.1 Definitions and Interpretation**

For the purposes of these Combination Complex Digital Basket Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means in respect of Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying<sub>i</sub>** means any Commodity, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying<sub>i</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>i</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>i</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>i</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>i</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 13.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Basket Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each Redemption Observation Date, be calculated on the Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \text{Standard Redemption Payoff}_1 + \text{Margin}_1 \right) \right)$$

and expressed as a percentage.

- (b) otherwise, be calculated on the Redemption Determination Date as equal to Fixed Percentage.

## **Combination Payoff Conditions: Part B: Chapter 14: Combination Complex Digital Basket Contingency Redemption**

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Complex Digital Basket Contingency Redemption to be applicable.*

*The following terms and conditions (the **Combination Complex Digital Basket Contingency Redemption Payoff Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Complex Digital Basket Contingency Redemption (the **Combination Complex Digital Basket Contingency Redemption**) is applicable. These Combination Complex Digital Basket Contingency Redemption Payoff Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Complex Digital Basket Contingency Redemption Payoff Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **14 COMBINATION COMPLEX DIGITAL BASKET CONTINGENCY REDEMPTION**

*The Redemption Payoff is calculated on the Redemption Determination Date as either (A) if the Underlying Value of each Underlying<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each relevant Redemption Observation Date, being the lesser of (a) Cap and (b) the greater of (i) Floor and (ii) the result of Leverage multiplied by Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> then added to Margin or (B) otherwise, being the greater of (a) 0 and (b) Fixed Percentage minus Unwind Costs. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>i</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>i</sub> will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff<sub>1</sub> used as a component for this Combination Payoff Condition.*

#### **14.1 Definitions and Interpretation**

For the purposes of these Combination Complex Digital Basket Contingency Redemption Payoff Conditions, the following terms shall have the following meanings:

**Cap** means the percentage or number specified as such in the applicable Final Terms. If Cap is specified as ‘not applicable’, the Cap shall be infinity.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Floor** means the percentage or number specified as such in the applicable Final Terms. If Floor is specified as ‘not applicable’, the Floor shall be zero (0).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** means each date specified as such in the applicable Final Terms.

**Issue Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Margin** means the percentage or number specified as such in the applicable Final Terms. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, be zero (0).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Min** means the lesser of the two amounts or values that follow, the amounts or values being separated by a comma. For example Min(X,Y) means whichever is the lesser of component X and component Y.

**Range** means in respect of Underlying<sub>i</sub>, any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than or equal to the Lower Limit<sub>i</sub> and lower than the Upper Limit<sub>i</sub>.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is greater than the Lower Limit<sub>i</sub> and lower than or equal to the Upper Limit<sub>i</sub>.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the relevant Underlying Value<sub>i</sub> is lower than the Lower Limit<sub>i</sub> or greater than the Upper Limit<sub>i</sub>.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Observation Date, each date specified as a Redemption Observation Date in the applicable Final Terms, which may be each date falling every one (1), seven (7), 30, 60, 90, 180 or 365 days after the first date specified in the applicable Final Terms or such other date(s) (as specified in the applicable Final Terms) falling within such Redemption Observation Period, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Observation Period** means:

- (a) with respect to Certificates, other than Instalment Certificates or for the purposes of calculating an Early Redemption Amount, the period specified as the Redemption Observation Period in the applicable Final Terms; or
- (b) with respect to Instalment Certificates, the period from and including the Relevant Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the first Instalment Date and each successive period beginning on and including the date falling such number of Business Days specified in the applicable Final Terms immediately preceding an Instalment Date to but excluding the date falling such number of Business Days specified in the applicable Final Terms immediately preceding the following Instalment Date; or
- (c) for the purposes of calculating an Early Redemption Amount, the period from and including the Relevant Date to and including the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date.

**Relevant Date** means the Issue Date or such other date falling prior to the Issue Date and specified as such in the applicable Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>i</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Underlying<sub>i</sub>** means any Commodity, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying. For the avoidance of doubt, each Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable, (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Redemption Observation Date:

- (a) in respect of an Underlying<sub>i</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>i</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>i</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>i</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>i</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

**Underlying Value<sub>i</sub> Range** means the Range specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Upper Limit<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>.

**Unwind Costs** means, (i) in the case of a Redemption Determination Date corresponding to an Early Redemption Date, zero (0) or (ii) in the case of a Redemption Determination Date corresponding to the Redemption Date or an Instalment Date, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion, divided by (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor, expressed as a percentage.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 14.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Complex Digital Basket Contingency Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) if each Underlying Value<sub>i</sub> is within the Underlying Value<sub>i</sub> Range on each Redemption Observation Date, be calculated on the Redemption Determination Date as follows:

$$\text{Min} \left( \text{Cap}, \text{Max} \left( \text{Floor}, \text{Leverage} \times \text{Standard Redemption Payoff}_i + \text{Margin} \right) \right)$$

and expressed as a percentage.

- (b) otherwise, be calculated on the Redemption Determination Date as follows:

$$\text{Max} (0, \text{Fixed Percentage-Unwind Costs})$$

and expressed as a percentage.



## Combination Payoff Conditions: Part B: Chapter 15: Combination Payoff-Linked Digital Redemption

*This chapter sets out additional terms and conditions for Certificates for which the applicable Final Terms specify Combination Payoff-Linked Digital Redemption to be applicable.*

*The following terms and conditions (the **Combination Payoff-Linked Digital Redemption Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Combination Payoff-Linked Digital Redemption (the **Combination Payoff-Linked Digital Redemption**) is applicable. These Combination Payoff-Linked Digital Redemption Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Combination Payoff-Linked Digital Redemption Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 15 COMBINATION PAYOFF-LINKED DIGITAL REDEMPTION

*The Redemption Payoff applicable to the Certificates is calculated as either (a) if the Standard Redemption Payoff<sub>2</sub> is within the Range, the Redemption Payoff calculated using Standard Redemption Payoff<sub>1</sub> or (b) otherwise, the Fixed Percentage. The value of the Standard Payoff<sub>2</sub>, which may depend on the value of an Underlying, will therefore affect which rate is used to calculate the Redemption Payoff applicable to the Certificates. You should also refer to the relevant Standard Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff used as a component for this Combination Payoff Condition.*

#### 15.1 Definitions and Interpretation

For the purposes of these Combination Payoff-Linked Digital Redemption Payoff Conditions, the following terms shall have the following meanings:

**Fixed Percentage** means the percentage specified as such in the applicable Final Terms.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Redemption Observation Date the Standard Redemption Payoff<sub>2</sub> is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Redemption Observation Date the Standard Redemption Payoff<sub>2</sub> is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Redemption Observation Date the Standard Redemption Payoff<sub>2</sub> is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Redemption Observation Date the Standard Redemption Payoff<sub>2</sub> is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Redemption Observation Date the Standard Redemption Payoff<sub>2</sub> is lower than the Lower Limit or greater than the Upper Limit.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Observation Date** means, with respect to a Redemption Determination Date, each date falling such number of Business Days specified in the applicable Final Terms immediately preceding the Redemption

Determination Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff<sub>1</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Standard Redemption Payoff<sub>2</sub>** means the Standard Redemption Payoff specified as such in the applicable Final Terms.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

For the avoidance of doubt, where multiple Underlyings are used in the calculation of the Redemption Payoff, they will together be treated as a Basket or a Multi-Asset Basket, as applicable (each as defined in the Asset Conditions).

## 15.2 Redemption Payoff

The Redemption Payoff applicable to a Redemption Determination Date for Certificates for which Combination Payoff-Linked Digital Redemption is applicable shall be calculated on such Redemption Determination Date as follows:

- (a) If Standard Redemption Payoff<sub>2</sub> is within the Range on the Redemption Observation Date, Standard Redemption Payoff<sub>1</sub>; or
- (b) otherwise, be equal to the Fixed Percentage.

## ANNEX 6 – PAYOFF FEATURE CONDITIONS

*The chapters of this annex each set out additional terms and conditions for Certificates which apply one or more features (if any) to the interest and/or redemption mechanics as specified in the applicable Final Terms.*

*The terms and conditions applicable to Payoff Features shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following chapters comprise the terms and conditions (the **Payoff Feature Conditions**) that shall apply to Certificates if the applicable Final Terms indicate that one or more chapters of the Payoff Feature Conditions is applicable, each such chapter being in respect of, and comprising the terms and conditions in respect of, a **Payoff Feature**. Only those chapters containing a Payoff Feature specified in the applicable Final Terms to be applicable will apply to a particular Series of Certificates. The Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*The Payoff Feature Conditions are set out as follows:*

### **Part A**

#### **Interest Payoff Feature Conditions**

Investor Interest Switch Payoff Feature Conditions	Chapter 1
Issuer Interest Switch Payoff Feature Conditions	Chapter 2
Knock-out Interest Switch Payoff Feature Conditions	Chapter 3
Knock-out Basket Interest Switch Payoff Feature Conditions	Chapter 4
Target Interest Switch Payoff Feature Conditions	Chapter 5
Shout Option Performance Lock-in Interest Payoff Feature Conditions	Chapter 6
Chooser Decay Interest Switch Option Payoff Feature Conditions	Chapter 7
Memory Option Interest Switch Payoff Feature Conditions	Chapter 8
Flexi Option Interest Switch Payoff Feature Conditions	Chapter 9
Pelican Option Interest Switch Payoff Feature Conditions	Chapter 10
Dual Currency (Interest) Payoff Feature Conditions	Chapter 11
Credit Event Contingency Interest Switch Payoff Feature Conditions	Chapter 12
Reset Option Interest Payoff Feature Conditions	Chapter 13
Single Interest Payment Date Payoff Feature Conditions	Chapter 14

### **Part B**

#### **Redemption Payoff Feature Conditions**

Global Cap Payoff Feature Conditions	Chapter 1
Global Floor Payoff Feature Conditions	Chapter 2
Dual Currency (Redemption) Payoff Feature Conditions	Chapter 3

Investor Redemption Switch Payoff Feature Conditions	Chapter 4
Issuer Redemption Switch Payoff Feature Conditions	Chapter 5
Knock-out Redemption Switch Payoff Feature Conditions	Chapter 6
Knock-out Basket Redemption Switch Payoff Feature Conditions	Chapter 7
Shout Option Performance Lock-in Redemption Payoff Feature Conditions	Chapter 8
Reset Option Redemption Payoff Feature Conditions	Chapter 9
<b>Part C</b>	
<b>Interest and Redemption Payoff Feature Conditions</b>	
Additive Payoff Feature Conditions	Chapter 1

## **Payoff Feature Conditions: Part A: Chapter 1: Investor Interest Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Investor Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Investor Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Interest Switch Payoff Feature (**Investor Interest Switch Payoff Feature**) is applicable. These Investor Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Investor Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **1 INVESTOR INTEREST SWITCH PAYOFF FEATURE**

*All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using  $Linked\ Interest_1$  to (ii) calculation of the Linked Interest Rate using  $Linked\ Interest_2$ , by sending a notice on or prior to an Investor Interest Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### **1.1 Definitions and interpretation**

For the purposes of these Investor Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Investor Interest Switch Date** means the Interest Determination Date on which the Investor Interest Switch Option will take effect, in accordance with these Investor Interest Switch Payoff Feature Conditions.

**Investor Interest Switch Expiry Date** means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to each Interest Determination Date or the relevant Interest Determination Dates specified in the applicable Final Terms.

**Investor Interest Switch Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating an Investor Interest Switch Date.

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 1.2 Methodology

If Investor Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (the **Investor Interest Switch Option**) upon the Qualifying Certificateholders delivering an Investor Interest Switch Notice on or prior to an Investor Interest Switch Expiry Date designating an Investor Interest Switch Date. The Qualifying Certificateholders may exercise the Investor Interest Switch Option once only during the life of the Certificates.

Accordingly, the Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Investor Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if the Qualifying Certificateholders have not delivered a valid Investor Interest Switch Notice in accordance with these Investor Interest Switch Payoff Feature Conditions, each Interest Determination Date, in respect of each corresponding Interest Accrual Period), in accordance with Linked Interest<sub>1</sub>; and
- (b) on each Interest Determination Date from (and including) the Investor Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest<sub>2</sub>.

## Payoff Feature Conditions: Part A: Chapter 2: Issuer Interest Switch Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Issuer Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Issuer Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Interest Switch Payoff Feature (the **Issuer Interest Switch Payoff Feature**) is applicable. These Issuer Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Issuer Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 ISSUER INTEREST SWITCH PAYOFF FEATURE

*The relevant Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub>, by sending a notice on or prior to an Issuer Interest Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Payoff Conditions referred to for this Payoff Feature Condition.*

#### 2.1 Definitions and interpretation

For the purposes of these Issuer Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Issuer Interest Switch Date** means the Interest Determination Date on which the Issuer Interest Switch Option will take effect, in accordance with these Issuer Interest Switch Payoff Feature Conditions.

**Issuer Interest Switch Expiry Date** means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to each Interest Determination Date or the relevant Interest Determination Dates specified in the applicable Final Terms.

**Issuer Interest Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating an Issuer Interest Switch Date.

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 2.2 Methodology

If Issuer Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the relevant Issuer may, at its option, elect to switch the basis on which interest is calculated from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (the **Issuer Interest Switch Option**) upon the relevant Issuer delivering an Issuer Interest Switch Notice on or prior to an Issuer Interest Switch Expiry Date designating an Issuer Interest Switch Date. The relevant Issuer may exercise the Issuer Interest Switch Option once only during the life of the Certificates.

Accordingly, the Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Issuer Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if the relevant Issuer has not delivered a valid Issuer Interest Switch Notice in accordance with these Issuer Interest Switch Payoff Feature Conditions, each Interest Determination Date, in respect of each corresponding Interest Accrual Period), in accordance with Linked Interest<sub>1</sub>; and
- (b) on each Interest Determination Date from (and including) the Issuer Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest<sub>2</sub>.



## **Payoff Feature Conditions: Part A: Chapter 3: Knock-out Interest Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Knock-out Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Interest Switch Payoff Feature (the **Knock-out Interest Switch Payoff Feature**) is applicable. These Knock-out Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **3 KNOCK-OUT INTEREST SWITCH PAYOFF FEATURE**

*The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub> if on (if Specified Dates is applicable) any Knock-out Interest Switch Observation Date, or (if American is applicable) at any time during the Knock-out Interest Switch Observation Period the Underlying<sub>KO</sub> Value is within the relevant Range. The Underlying<sub>KO</sub> Value reflects the price, level or rate of the Underlying<sub>KO</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>KO</sub> will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Linked Interest Rate applicable to the Certificates. For the avoidance of doubt, a Knock-out Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### **3.1 Definitions and interpretation**

For the purposes of these Knock-out Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Knock-out Interest Switch Date** means the Interest Determination Date immediately following the occurrence of a Knock-out Interest Switch Event.

**Knock-out Interest Switch Event** means that the Underlying<sub>ko</sub> Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Interest Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Interest Switch Observation Period.

**Knock-out Interest Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Interest Switch Event.

**Knock-out Interest Switch Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Interest Switch Observation Period** means the period specified as a Knock-out Interest Switch Observation Period in the applicable Final Terms.

**Knock-out Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Knock-out Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Range** means any one (only) of any one of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub>, as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than or equal to the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

**Range<sub>2</sub>** means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

**Range<sub>3</sub>** means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than or equal to the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

**Range<sub>4</sub>** means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

**Range<sub>5</sub>** means that on each Knock-out Interest Switch Observation Date or at any time during the Knock-out Interest Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is less than the Knock-out Lower Limit or greater than the Knock-out Upper Limit.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying<sub>ko</sub>** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms.

**Underlying<sub>ko</sub> Value** means, with respect to a Knock-out Interest Switch Observation Date:

- (a) in respect of an Underlying<sub>ko</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>ko</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>ko</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>ko</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>ko</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying<sub>ko</sub> Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying<sub>ko</sub> Value (if any).

### 3.2 Methodology

If Knock-out Interest Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which interest is calculated will automatically switch from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (a **Knock-out Interest Switch**) if during the life of the Certificates a Knock-out Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Interest Switch Event, deliver a Knock-out Interest Switch Notice. For the avoidance of doubt, a Knock-out Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Knock-out Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Knock-out Interest Switch Event has not occurred in accordance with these Knock-out Interest Switch Payoff Feature Conditions), in accordance with Linked Interest<sub>1</sub>; and
- (b) on each Interest Determination Date from (and including) the Knock-out Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest<sub>2</sub>.

## Payoff Feature Conditions: Part A: Chapter 4: Knock-out Basket Interest Switch Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Basket Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Knock-out Basket Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Basket Interest Switch Payoff Feature (the **Knock-out Basket Interest Switch Payoff Feature**) is applicable. These Knock-out Basket Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Basket Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 KNOCK-OUT BASKET INTEREST SWITCH PAYOFF FEATURE

*The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub> if on (if Specified Dates is applicable) any Knock-out Basket Interest Switch Observation Date, or (if American is applicable) at any time during the Knock-out Basket Interest Switch Observation Period the Basket<sub>KO</sub> Value is within the Range. Basket<sub>KO</sub> Value means the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on a relevant date. The Underlying Value reflects the price, level or rate of the Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> multiplied by the relevant leverage will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Linked Interest Rate applicable to the Certificates. For the avoidance of doubt, a Knock-out Basket Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### 4.1 Definitions and interpretation

For the purposes of these Knock-out Basket Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Basket<sub>KO</sub> Value** means, with respect to a Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period, as applicable,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ .

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Knock-out Basket Interest Switch Date** means the Interest Determination Date immediately following the occurrence of a Knock-out Basket Interest Switch Event.

**Knock-out Basket Interest Switch Event** means that the Basket<sub>KO</sub> Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Basket Interest Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Basket Interest Switch Observation Period.

**Knock-out Basket Interest Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Basket Interest Switch Event.

**Knock-out Basket Interest Switch Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Basket Interest Switch Observation Period** means the period specified as a Knock-out Basket Interest Switch Observation Period in the applicable Final Terms.

**Knock-out Basket Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Knock-out Basket Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Range** means any one (only) of any one of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub>, as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is greater than or equal to the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

**Range<sub>2</sub>** means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is greater than the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

**Range<sub>3</sub>** means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is greater than or equal to the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

**Range<sub>4</sub>** means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is greater than the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

**Range<sub>5</sub>** means that on each Knock-out Basket Interest Switch Observation Date or at any time during the Knock-out Basket Interest Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is less than the Knock-out Basket Lower Limit or greater than the Knock-out Basket Upper Limit.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, as specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an *i* as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Knock-out Basket Interest Switch Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (a) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (b) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (c) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (d) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of an Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each *i*.

## 4.2 Methodology

If Knock-out Basket Interest Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which interest is calculated will automatically switch from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (a **Knock-out Basket Interest Switch**) if during the life of the Certificates a Knock-out Basket Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Basket Interest Switch Event, deliver a Knock-out Basket Interest Switch Notice. For the avoidance of doubt, a Knock-out Basket Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to the Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (but excluding) the Knock-out Basket Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Knock-out Basket Interest Switch Event has not occurred in accordance with these Knock-out Basket Interest Switch Payoff Feature Conditions), in accordance with Linked Interest<sub>1</sub>; and
- (b) on each Interest Determination Date from (and including) the Knock-out Basket Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest<sub>2</sub>.

## Payoff Feature Conditions: Part A: Chapter 5: Target Interest Switch Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Target Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Target Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Target Interest Switch Payoff Feature (the **Target Interest Switch Payoff Feature**) is applicable. These Target Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Target Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 TARGET INTEREST SWITCH PAYOFF FEATURE

*The basis on which interest is calculated will automatically switch from (i) calculation of the Linked Interest Rate using  $Linked\ Interest_1$  to (ii) calculation of the Linked Interest Rate using  $Linked\ Interest_2$  if a Target Interest Switch Event occurs. A Target Interest Switch Event occurs if the payment of the Interest Amount on an Interest Payment Date results in the aggregate of all Interest Amounts (paid in respect of the aggregate outstanding nominal amount of the Certificates (if a Global Certificate) or the product of the Calculation Amount and the Calculation Amount Factor (if a Definitive Certificate)) paid up to and including such Interest Payment Date is greater than or equal to the Aggregate Interest Amount Cap. For the avoidance of doubt, a Target Interest Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combined Interest Payoff referred to for this Payoff Feature Condition.*

#### 5.1 Definitions and interpretation

For the purposes of these Target Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Aggregate Interest Amount Cap** means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Global Certificate Calculation Amount Factor** means a number equal to the aggregate outstanding nominal amount of the Certificates divided by the Calculation Amount.

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Specified Currency** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Target Interest Switch Date** means the Interest Payment Date on which a Target Interest Switch Event occurs.

**Target Interest Switch Event** means the payment of the Interest Amount on an Interest Payment Date results in the aggregate of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) paid in respect of the Certificates up to and including that Interest Payment Date being greater than or equal to the Aggregate Interest Amount Cap.

**Target Interest Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Target Interest Switch Event.

## 5.2 Methodology

If Target Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the basis on which interest is calculated will automatically switch from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (**Target Interest Switch**) if during the life of the Certificates a Target Interest Switch Event occurs. The relevant Issuer shall, as soon as reasonably practicable following the occurrence of a Target Interest Switch Event, deliver a Target Interest Switch Notice. For the avoidance of doubt, a Target Interest Switch can occur once only during the life of the Certificates.

The Linked Interest Rate applicable to Certificates shall be determined by the Calculation Agent:

- (a) on each Interest Determination Date up to (and including) the Target Interest Switch Date, in respect of each corresponding Interest Accrual Period (or, if a Target Interest Switch Event has not occurred in accordance with these Target Interest Switch Payoff Feature Conditions), in accordance with Linked Interest<sub>1</sub>,
- (b) on each Interest Determination Date from (but excluding) the Target Interest Switch Date, in respect of each corresponding Interest Accrual Period, in accordance with Linked Interest<sub>2</sub>.



## **Payoff Feature Conditions: Part A: Chapter 6: Shout Option Performance Lock-in Interest Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Shout Option Performance Lock-in Interest Payoff Feature to be applicable.*

*The following terms and conditions (the **Shout Option Performance Lock-in Interest Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Shout Option Performance Lock-in Interest Payoff Feature (the **Shout Option Performance Lock-in Interest Payoff Feature**) is applicable. These Shout Option Performance Lock-in Interest Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Shout Option Performance Lock-in Interest Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **6 SHOUT OPTION PERFORMANCE LOCK-IN INTEREST PAYOFF FEATURE**

*All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying for the purposes of the determination of the Linked Interest Rate applicable to the Certificates for the then current Interest Accrual Period at the Shout Option Performance Lock-in Level by delivering a notice on a Shout Option Performance Lock-in Expiry Date. The Issuer has discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The Certificateholders have an ability to request to fix the value of the Underlying used to calculate the Linked Interest Rate applicable to the Certificates on a particular date of its choice for the current Interest Accrual Period, although this is subject to the Issuer's discretion to decline such request. The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Interest Accrual Period.*

#### **6.1 Definitions and interpretation**

For the purposes of these Shout Option Performance Lock-in Interest Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Notice Deadline** means the time specified as such in the applicable Final Terms.

**Potential Shout Option Performance Lock-in Exercise Notice** means, with respect to the then current Interest Accrual Period, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Shout Option Performance Lock-in Date and requesting a Shout Option Performance Lock-in Level.

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Shout Option Number** means two (2) or such other number specified as such in the applicable Final Terms.

**Shout Option Performance Lock-in Date** means, with respect to the then current Interest Accrual Period, any Shout Option Performance Lock-in Expiry Date designated as such in the Potential Shout Option Performance Lock-in Exercise Notice.

**Shout Option Performance Lock-in Expiry Date** means any date that falls in an Interest Accrual Period provided such date falls not later than the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the end of the relevant Interest Accrual Period.

**Shout Option Performance Lock-in Level** means, with respect to the then current Interest Accrual Period, the Underlying Value of each relevant Underlying calculated by the Calculation Agent in respect of the relevant Shout Option Performance Lock-in Date.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying** has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Interest Payoff or Combination Interest Payoff specified to be applicable in relation to the then current Interest Period in the applicable Final Terms.

**Underlying Value** has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Interest Payoff or Combination Interest Payoff specified to be applicable in relation to the then current Interest Period in the applicable Final Terms.

**Underlying Value Notification** means, with respect to a Potential Shout Option Performance Lock-in Exercise Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders (i) that it declines the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date or (ii) the Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date.

## 6.2 Methodology

If Shout Option Performance Lock-in Interest Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to fix the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Linked Interest Rate applicable to the Certificates in accordance with these Shout Option Performance Lock-in Interest Payoff Feature Conditions (the **Performance Lock-in Shout Option**).

The Qualifying Certificateholders may at their option, deliver a Potential Shout Option Performance Lock-in Exercise Notice on or before a Shout Option Performance Lock-in Expiry Date.

The relevant Issuer has discretion with respect to any Potential Shout Option Performance Lock-in Exercise Notice to (i) decline the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date if in its reasonable opinion the relevant Issuer or its hedging affiliate will not be able to execute the request because of market conditions, time of the request or other reasons (in which case the delivery of the Potential Shout Option Performance Lock-in Exercise Notice will not constitute exercise of the Performance Lock-in Shout Option), or (ii) provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Lock-in Date (in which case the receipt of a corresponding Shout Option Exercise Notice (as defined below) will constitute exercise of the Performance Lock-in Shout Option). No later than one (1) hour prior to the final time at which the Underlying Value in relation to Linked Interest Certificates or Linked Redemption Certificates other than Inflation Linked Certificates is able to be determined in accordance

with the relevant Asset Conditions on the date of receipt of the Potential Shout Option Performance Lock-in Exercise Notice if the Potential Shout Option Performance Lock-in Exercise Notice is received before the Notice Deadline on that day or otherwise, no later than the Notice Deadline on the following Business Day, the relevant Issuer will deliver an Underlying Value Notification. In relation to Inflation Linked Certificate, no later than two (2) Business Days after receipt of the Potential Shout Option Performance Lock-in Exercise Notice, the relevant Issuer will deliver an Underlying Value Notification.

If in the Underlying Value Notification the relevant Issuer notifies the Qualifying Certificateholders of the Shout Option Performance Lock-in Level, the Qualifying Certificateholders will, at their option, no later than the date falling the Shout Option Number of Business Days after receipt of such Underlying Value Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Shout Option Exercise Notice**) confirming the exercise of the Performance Lock-in Shout Option following which, for the then current Interest Accrual Period, the Underlying Value of each relevant Underlying will be the Shout Option Performance Lock-in Level for the purposes of the determination by the Calculation Agent of the Linked Interest Rate applicable to the Certificates.

The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Interest Accrual Period.

## **Payoff Feature Conditions: Part A: Chapter 7: Chooser Decay Interest Switch Option Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Chooser Decay Interest Switch Option Payoff Feature to be applicable.*

*The following terms and conditions (the **Chooser Decay Interest Switch Option Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Chooser Decay Interest Switch Option Payoff Feature (the **Chooser Decay Interest Switch Option Payoff Feature**) is applicable. These Chooser Decay Interest Switch Option Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Chooser Decay Interest Switch Option Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **7 CHOOSER DECAY INTEREST SWITCH OPTION PAYOFF FEATURE**

*All Certificateholders acting together may elect to defer the payment and calculation of interest upon delivering a notice on or prior to a Deferral Option Exercise Date designating a Deferral Option Effective Date until (i) the Certificateholders acting together, elect to receive payment of interest in respect of specified Interest Determination Dates and corresponding Interest Periods upon delivering a notice on or prior to a Resumption Option Exercise Date designating a Resumption Option Reference Date and specifying Resumption Option Specified Effective Dates or (ii) the last Interest Determination Date. The Qualifying Certificateholders may exercise the Chooser Decay Deferral Option on any Deferral Option Exercise Date during the life of the Certificates and exercise the Chooser Decay Payment Option on any Resumption Option Exercise Date during the term of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### **7.1 Definitions and interpretation**

For the purposes of these Chooser Decay Interest Switch Option Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Days** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Deferral Option Effective Date** means each Interest Determination Date on which the Chooser Decay Deferral Option will take effect, in accordance with these Chooser Decay Interest Switch Option Payoff Feature Conditions.

**Deferral Option Exercise Date** means the date that is ten (10) Business Days or such other number of Business Days specified in the applicable Final Terms prior to each proposed Deferral Option Effective Date.

**Deferral Option Exercise Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Deferral Option Effective Date in respect of an Interest Period.

**Final Payment Option Factor** means a number determined by the Calculation Agent as:

$$Y + 1$$

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Period** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in the Terms and Conditions.

**N**, in respect of each Resumption Option Reference Date, means the number, if any, of previous Interest Periods corresponding to the Resumption Option Specified Effective Date specified in the Resumption Option Exercise Notice for that Resumption Option Reference Date.

**Payment Option Factor** means a number determined by the Calculation Agent as:

$$N + 1$$

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Resumption Option Exercise Date** means the date that is ten Business Days or such other number of Business Days specified in the applicable Final Terms prior to any Interest Determination Date specified in the applicable Final Terms.

**Resumption Option Exercise Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Resumption Option Reference Date.

**Resumption Option Reference Date** means each Interest Determination Date designated as such in the relevant Resumption Option Exercise Notice.

**Resumption Option Specified Effective Date** means each Interest Determination Date previously designated a Deferral Option Effective Date that is specified as a Resumption Option Specified Effective Date in a Resumption Option Exercise Notice in respect of which the Qualifying Certificateholders elect to receive payment of interest in respect of the corresponding Interest Period.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Y** means the number, if any, of previous Interest Periods for which no interest was paid because the corresponding Interest Determination Date was designated as a Deferral Option Effective Date and was not subsequently designated a Resumption Option Reference Date or specified as a Resumption Option Specified Effective Date.

## 7.2 Methodology

If Chooser Decay Interest Switch Option Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to defer the payment and calculation of interest on the Certificates in respect of an Interest Period (the **Chooser Decay Deferral Option**) upon the Qualifying Certificateholders delivering a Deferral Option Exercise Notice on or prior to a Deferral Option Exercise Date designating a Deferral Option Effective Date. The Qualifying Certificateholders may exercise the Chooser Decay Deferral Option on any Deferral Option Exercise Date during the life of the Certificates.

The Qualifying Certificateholders may, at their option, elect to receive payment of interest on the Certificates in respect of an Interest Period for which a Deferral Option Effective Date was previously designated (the **Chooser Decay Payment Option**) upon the Qualifying Certificateholders delivering a Resumption Option Exercise Notice on or prior to a Resumption Option Exercise Date(s) designating Resumption Option Reference Date in respect of one or more Interest Periods for which no Resumption Option Reference Date has previously been designated. The Qualifying Certificateholders may exercise the Resumption Option on any Resumption Option Exercise Date during the term of the Certificates.

The last Interest Determination Date shall be deemed to be designated as a Resumption Option Reference Date, notwithstanding that the Qualifying Certificateholders have not delivered a Chooser Decay Payment Option Exercise Notice.

The Linked Interest Rate applicable to the Certificates shall be:

- (a) determined by the Calculation Agent on each Interest Determination Date up to (but excluding) the first Deferral Option Effective Date and each subsequent Interest Determination Date which has not been designated as a Deferral Option Effective Date, a Resumption Option Reference Date or specified as a Resumption Option Specified Effective Date (or, if the Qualifying Certificateholders have not delivered a Deferral Option Exercise Notice, each Interest Determination Date), in accordance with the Linked Interest;
- (b) in respect of each Deferral Option Effective Date, 0;
- (c) in respect of each Resumption Option Reference Date designated by a Resumption Option Exercise Notice, in accordance with the Linked Interest multiplied by the Payment Option Factor; and
- (d) in respect of the last Interest Determination Date deemed to be designated as a Resumption Option Reference Date, in accordance with the Linked Interest multiplied by the Final Payment Option Factor.

## **Payoff Feature Conditions: Part A: Chapter 8: Memory Option Interest Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Memory Option Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Memory Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Memory Option Interest Switch Payoff Feature (the **Memory Option Interest Switch Payoff Feature**) is applicable. These Memory Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Memory Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **8 MEMORY OPTION INTEREST SWITCH PAYOFF FEATURE**

*The Interest Amount payable on an Interest Payment Date shall be equal to, if the interest amount payable in respect of an Interest Period calculated in accordance with the Linked Interest and the applicable Conditions, prior to application of the Memory Option Interest Switch Payoff Feature is (i) greater than zero (0), then at the amount payable in respect of the relevant Interest Period calculated using the Linked Interest multiplied by 1 plus the number (if any) of previous consecutive Interest Payment Dates for which no interest amount was paid, or (ii) less than or equal to zero (0), then zero (0). You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### **8.1 Definitions and interpretation**

For the purposes of these Memory Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

> means, when placed between two values, that the value before the symbol is greater than the value following the symbol. For example,  $X > Y$  means component X is greater than component Y.

$\leq$  means, when placed between two values, that the value before the symbol is less than or equal to the value following the symbol. For example,  $X \leq Y$  means component X is less than or equal to component Y.

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Payment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Period** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Unadjusted Interest Amount** means the Interest Amount payable in respect of an Interest Period calculated in accordance with the Linked Interest and the applicable Conditions, prior to application of this Memory Option Interest Switch Payoff Feature.

**Y** means the number, if any, of previous consecutive Interest Periods for which the Interest Amount was 0 and in respect of which no interest was subsequently paid.

## 8.2 Methodology

If Memory Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Interest Amount payable on an Interest Payment Date shall be calculated as follows:

- (a) if the Unadjusted Interest Amount  $> 0$ , the Unadjusted Interest Amount  $\times (Y+1)$ ; or
- (b) if the Unadjusted Interest Amount  $\leq 0$ , 0.



## Payoff Feature Conditions: Part A: Chapter 9: Flexi Option Interest Switch Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Flexi Interest Switch Option Interest Payoff Feature to be applicable.*

*The following terms and conditions (the **Flexi Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Flexi Option Interest Switch Payoff Feature (the **Flexi Option Interest Switch Payoff Feature**) is applicable. These Flexi Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Flexi Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 9 FLEXI OPTION INTEREST SWITCH PAYOFF FEATURE

*All Certificateholders acting together may elect to switch the basis on which interest is calculated for an Interest Accrual Period from (i) calculation of the Linked Interest Rate using Linked Interest<sub>1</sub> to (ii) calculation of the Linked Interest Rate using Linked Interest<sub>2</sub>. The Certificateholders may exercise this option the Flexi Interest Switch Option Number of times during the life of the Certificates and after this the Linked Interest Rate will be automatically switched to become Flexi Interest Switch Fixed Rate. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff or Combination Interest Payoff referred to for this Payoff Feature Condition.*

#### 9.1 Definitions and interpretation

For the purposes of these Flexi Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Flexi Interest Switch Date** means each Interest Determination Date on which the Flexi Interest Switch Option will take effect, in accordance with these Flexi Option Interest Switch Payoff Feature Conditions.

**Flexi Interest Switch Fixed Rate** means the percentage or number specified as such in the applicable Final Terms.

**Flexi Interest Switch Exercise Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the immediately following Interest Determination Date as a Flexi Interest Switch Date.

**Flexi Switch Notice Exercise Date** means a date that is ten (10) Business Days, or such other number of Business Days as specified in the applicable Final Terms, prior to each proposed Flexi Interest Switch Date.

**Flexi Interest Switch Option Number** means the number specified as such in the applicable Final Terms.

**Interest Accrual Period** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Linked Interest<sub>1</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest<sub>2</sub>** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 9.2 Methodology

If Flexi Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated for an Interest Accrual Period from Linked Interest<sub>1</sub> to Linked Interest<sub>2</sub> (the **Flexi Interest Switch Option**) upon the Qualifying Certificateholders delivering a Flexi Interest Switch Exercise Notice on or prior to a Flexi Switch Notice Exercise Date designating the immediately following Interest Determination Date as a Flexi Interest Switch Date. The Qualifying Certificateholders may exercise the Flexi Interest Switch Option on such number of occasions equal to the Flexi Interest Switch Option Number during the life of the Certificates. Following exercise by the Qualifying Certificateholders of the Flexi Interest Switch Option on such number of occasions equal to the Flexi Interest Switch Option Number, the Linked Interest Rate will automatically become the Flexi Interest Switch Fixed Rate with effect from the Interest Determination Date in respect of the corresponding Interest Accrual Period immediately following the Interest Determination Date on which the relevant Issuer has received the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices.

The Linked Interest Rate applicable to the Certificates shall be:

- (a) determined by the Calculation Agent on each Interest Determination Date which is not designated as a Flexi Interest Switch Date (or if the Qualifying Certificateholders have not delivered a valid Flexi Interest Switch Exercise Notice, each Interest Determination Date), in accordance with the Linked Interest<sub>1</sub>;
- (b) in respect of each Interest Determination Date in respect of which the relevant Issuer has received a valid Flexi Interest Switch Exercise Notice designating the Interest Determination Date a Flexi Interest Switch Date (provided that the relevant Issuer has not received more than, in aggregate, the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices), in accordance with Linked Interest<sub>2</sub>; and
- (c) in respect of each Interest Determination Date immediately following the Interest Determination Date in respect of which the relevant Issuer has received, in aggregate, the Flexi Interest Switch Option Number of Flexi Interest Switch Exercise Notices (if any), equal to the Flexi Interest Switch Fixed Rate.

## **Payoff Feature Conditions: Part A: Chapter 10: Pelican Option Interest Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Pelican Option Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Pelican Option Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Pelican Option Interest Switch Payoff Feature (the **Pelican Option Interest Switch Payoff Feature**) is applicable. These Pelican Option Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Pelican Option Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **10 PELICAN OPTION INTEREST SWITCH PAYOFF FEATURE**

*The Interest Amount payable on any Interest Payment Date shall be subject to a maximum equal to the Cap. The amount (if any) by which that interest amount (prior to the application of the Cap) for an Interest Period exceeds the Cap (being the Interest Amount Excess Amount) shall be notionally allocated to the Reserve. If the amount calculated in respect of an Interest Period gives rise to an amount that is less than the Cap (being the Interest Amount Shortfall Amount), then the amount paid will be topped up by the lesser of (i) the Interest Amount Shortfall Amount and (ii) the amount notionally credited to the Reserve (being the Interest Amount Top Up Amount). For the avoidance of doubt, Certificateholders shall not be entitled to receive any amount notionally credited to the Reserve after the payment of interest calculated in accordance with the Conditions in respect of the final Interest Period.*

#### **10.1 Definitions and interpretation**

For the purposes of these Pelican Option Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Cap** means the number per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

**Global Certificate Calculation Amount Factor** means a number equal to the aggregate outstanding nominal amount of the Certificates divided by the Calculation Amount.

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount Excess Amount** means, in respect of the Interest Amount calculated (prior to the application of the Cap) in respect of an Interest Period, the amount (if any) by which that amount exceeds the Cap, as determined by the Calculation Agent.

**Interest Amount Shortfall Amount** means, in respect of the Interest Amount calculated in respect of an Interest Period, the amount (if any) by which that amount is less than the Cap, as determined by the Calculation Agent.

**Interest Amount Top Up Amount** means, in respect of an Interest Amount in respect of which an Interest Amount Shortfall Amount has been determined, an amount equal to the lesser of: (a) that Interest Amount Shortfall Amount; and (b) the amount notionally credited to the Reserve.

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Payment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Period** has the meaning set out in General Condition 19 (*Definitions*).

**Reserve** means a notional reserve which, at any time, equals the aggregate of each Interest Amount Excess Amount (if any) less the aggregate of each Interest Amount Top Up Amount (if any), subject to a minimum of zero (0). For the avoidance of doubt, the amount notionally credited to the Reserve shall not accrue or be deemed to accrue any interest.

## 10.2 Methodology

If Pelican Option Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Interest Amount payable in respect of the Certificates on any Interest Payment Date will be subject to a maximum equal to the Cap. Each Interest Amount Excess Amount shall be notionally credited to the Reserve. If the Interest Amount calculated in respect of an Interest Period gives rise to an Interest Amount Shortfall Amount, then an amount equal to the Interest Amount Top Up Amount shall be notionally transferred from the Reserve, and shall form part of the Interest Amount payable in respect of the relevant Interest Period, and the amount notionally credited to the Reserve shall be reduced accordingly.

For the avoidance of doubt, Certificateholders shall not be entitled to receive any amount notionally credited to the Reserve after the payment of interest calculated in accordance with the Conditions in respect of the final Interest Period.

## **Payoff Feature Conditions: Part A: Chapter 11: Dual Currency (Interest) Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Dual Currency (Interest) Payoff Feature to be applicable.*

*The following terms and conditions (the **Dual Currency (Interest) Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Dual Currency (Interest) Payoff Feature (the **Dual Currency (Interest) Payoff Feature**) is applicable. These Dual Currency (Interest) Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Dual Currency (Interest) Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **11 DUAL CURRENCY (INTEREST) PAYOFF FEATURE**

*If Dual Currency (Interest) Payoff Feature is applicable the interest amounts (if any) will be paid in any one of the Interest Currencies.*

#### **11.1 Definitions and interpretation**

For the purposes of these Dual Currency (Interest) Payoff Feature Conditions, the following terms shall have the following meanings:

**Dual Currency Method** means (i) if ‘multiplication’ is specified in the applicable Final Terms, multiplying the Interest Amount by the relevant Dual Currency (Interest) Exchange Rate or (ii) if ‘division’ is specified in the applicable Final Terms, dividing the Interest Amount by the relevant Dual Currency (Interest) Exchange Rate.

**Dual Currency (Interest) Exchange Rate** means, with respect to an Interest Currency, the rate of exchange of one currency for another currency expressed as a number of units of the Specified Currency per unit of the Interest Currency which appears on the relevant FX Price Source at the relevant time, specified in the applicable Final Terms.

**FX Price Source** means, with respect to a Dual Currency (Interest) Exchange Rate, the price source(s) specified in the applicable Final Terms or, if the relevant rate is not published or announced at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Currency** means each currency specified as such in the applicable Final Terms.

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Payment Date** has the meaning set out in General Condition 19 (*Definitions*).

#### **11.2 Methodology**

If Dual Currency (Interest) Payoff Feature is specified as applicable in the applicable Final Terms, the amount payable on each Interest Payment Date will be payable in any one of the Interest Currencies. The Calculation Agent will determine the amount to be paid in accordance with the Dual Currency Method on the relevant Interest Determination Date.

## **Payoff Feature Conditions: Part A: Chapter 12: Credit Event Contingency Interest Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Credit Event Contingency Interest Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Credit Event Contingency Interest Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Credit Event Contingency Interest Switch Payoff Feature (the **Credit Event Contingency Interest Switch Payoff Feature**) is applicable. These Credit Event Contingency Interest Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Credit Event Contingency Interest Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **12 CREDIT EVENT CONTINGENCY INTEREST SWITCH PAYOFF FEATURE**

*If the Calculation Agent determines an Event Determination Date has occurred with respect to the Reference Entity, interest shall cease to accrue with effect from (and including) the Interest Accrual Cessation Date. Credit Events that may or may not happen in respect of the Reference Entity may affect if interest is payable. You should also refer to the Credit Linked Conditions for an explanation of how to determine if an Event Determination Date has occurred.*

#### **12.1 Definitions and interpretation**

For the purposes of these Credit Event Contingency Interest Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Cash Settlement** has the meaning set out in the Credit Linked Conditions.

**Credit Event** has the meaning set out in the Credit Linked Conditions.

**Credit Event Contingency Notice** means a written notice specifying the occurrence of an Event Determination Date with respect to the Reference Entity and the Interest Accrual Cessation Date.

**Credit Linked Conditions** means the Credit Linked Conditions set out in Annex 2 (*Credit Linked Conditions*).

**Event Determination Date** has the meaning set out in the Credit Linked Conditions.

**Interest Accrual Cessation Date** means:

- (a) the Interest Payment Date immediately preceding such Event Determination Date (or, if the Event Determination Date occurs during the first Interest Period, the Interest Commencement Date); or
- (b) the Event Determination Date,

as specified as applicable in the applicable Final Terms.

**Obligations** has the meaning set out in the Credit Linked Conditions.

**Reference Entity** has the meaning set out in the Credit Linked Conditions.

**Single Reference Entity CLC** has the meaning set out in the Credit Linked Conditions.

## 12.2 Methodology

If Credit Event Contingency Interest Switch Payoff Feature is specified in the applicable Final Terms to be applicable, if the Calculation Agent determines that an Event Determination Date has occurred with respect to the Reference Entity, interest shall cease to accrue with effect from (and including) the Interest Accrual Cessation Date.

As soon as reasonably practicable after the occurrence of an Event Determination Date, the Calculation Agent shall deliver a Credit Event Contingency Notice to the relevant Issuer and the relevant Issuer shall, as soon as reasonably practicable after receipt of such notice, deliver a Credit Event Contingency Notice to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*).

For the avoidance of doubt, the Credit Linked Conditions are referred to in these Credit Event Contingency Interest Switch Payoff Feature Conditions only for the purposes of construing the terms “Event Determination Date” and “Reference Entity” and are not otherwise referred to, and shall not apply, for the purposes of the terms and conditions applicable to the early redemption or final redemption of the Certificates.

For the purposes of the construction of the terms “Event Determination Date” and “Reference Entity” in accordance with the foregoing paragraph, such terms should be construed as if:

- (a) unless otherwise provided in these Credit Event Contingency Interest Switch Payoff Feature Conditions, any relevant notices were deemed to be given by the relevant party on the first possible date after the occurrence of the relevant event or the making of the relevant determination;
- (b) Cash Settlement were specified to apply; and
- (c) the Certificates were Single Reference Entity CLCs.

The Calculation Agent shall determine whether an Event Determination Date has occurred by reference to the Reference Entity, the Obligations and the Credit Events specified in the applicable Final Terms.

## Payoff Feature Conditions: Part A: Chapter 13: Reset Option Interest Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Reset Option Interest Payoff Feature to be applicable.*

*The following terms and conditions (the **Reset Option Interest Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Reset Option Interest Payoff Feature (the **Reset Option Interest Payoff Feature**) is applicable. These Reset Option Interest Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Reset Option Interest Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 13 RESET OPTION INTEREST PAYOFF FEATURE

*All Certificateholders acting together may at their option elect to switch the basis on which interest is calculated from (i) calculation of the Linked Interest Rate using the Linked Interest with variables set out in the applicable Final Terms to (ii) calculation of the Linked Interest Rate using the Linked Interest with the margin and leverage to be determined at the relevant time by sending a notice on or prior to a Reset Notice Date. You should also refer to the relevant Standard Payoff Conditions and Combination Payoff Conditions for an explanation of how to calculate the Linked Interest Rate calculated using the relevant Standard Interest Payoff and Combination Interest Payoff referred to in this Payoff Feature Condition.*

#### 13.1 Definitions and interpretation

For the purposes of these Reset Option Interest Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Future Leverage** means, in respect of the Linked Interest, the percentage or number notified by the Qualifying Certificateholders in the relevant Potential Switch Notification.

**Future Margin** means, in respect of the Linked Interest, the percentage or number notified to the Qualifying Certificateholders in the relevant Reset Margin Notification.

**Interest Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** has the meaning set out in relevant Terms and Conditions for the Linked Interest.

**Linked Interest** means the Standard Interest Payoff or Combination Interest Payoff specified as such in the applicable Final Terms.

**Linked Interest Rate** has the meaning set out in General Condition 19 (*Definitions*).

**Margin** has the meaning set out in relevant Terms and Conditions for the Linked Interest.

**New Leverage** means, with respect to a Potential Switch Notice, the Future Leverage designated in the relevant Potential Switch Notice to be applicable for the Linked Interest for the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice, in each case confirmed pursuant to a Reset Switch Notice.



**New Leverage Linked Interest** means the Linked Interest Rate determined in accordance with the Linked Interest where the Leverage shall be the New Leverage and the Margin shall be the New Margin.

**New Margin** means, with respect to a Potential Switch Notice, the Future Margin designated in the relevant Reset Margin Notification to be applicable for the Linked Interest for the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice, in each case confirmed pursuant to a Switch Reset Notice.

**Potential Switch Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the Future Leverage to be applicable for the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice (if any), in each case confirmed pursuant to a Reset Switch Notice.

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Reset Margin Notification** means, with respect to any Potential Switch Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders of the Future Margin in respect of the Future Margin notified in such Potential Switch Notice.

**Reset Margin Notification Date** means the number of Business Days, as specified in the applicable Final Terms, after receipt of any Potential Switch Notice by the Issuer.

**Reset Margin Notification Time** means the time specified as such in the applicable Final Terms.

**Reset Notice Date** means the date that is such number of Business Days as specified in the applicable Final Terms prior to (a) each Interest Determination Date or (b) the relevant Interest Determination Dates, in each case as specified in the applicable Final Terms.

**Reset Notice Time** means the time specified as such in the applicable Final Terms.

**Reset Option Number** means the number specified as the Reset Option Number in the applicable Final Terms.

**Reset Switch Date** means, with respect to a valid Reset Notice, the date on which the Reset Option Interest Option will take effect which shall be the first day of the Interest Accrual Period falling immediately after the receipt by the Issuer of such valid Reset Switch Notice, in accordance with these Reset Option Interest Payoff Feature Conditions.

**Reset Switch Notice** has the meaning set out in Reset Option Interest Payoff Feature Condition 13.2 (*Methodology*).

**Specified Leverage Linked Interest** means the Linked Interest Rate determined in accordance with the Linked Interest where the Leverage and the Margin applicable to such Linked Interest is set out in the Final Terms.

**Standard Interest Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 13.2 Methodology

If Reset Option Interest Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which interest is calculated from Specified Leverage Linked Interest to New Leverage Linked Interest in accordance with these Reset Option Interest Payoff Feature Conditions (the **Reset Option**).

The Qualifying Certificateholders may, at their option, deliver a Potential Switch Notice (with a copy to the Principal Certificate Agent) on any Business Day on or prior to a Reset Notice Date.

If the Potential Switch Notice is received by the Issuer prior to the Reset Notice Time on the relevant Business Day, the Issuer will deliver the Reset Margin Notification no later than the Reset Margin Notification Time on that Business Day, otherwise, the Issuer will deliver the Reset Margin Notification no later than the Reset Notice Time on the next following Business Day. If the Reset Notice Time or Reset Margin Notification Time is specified as 'Not Applicable' in the applicable Final Terms, no later than two (2) Business Days after receipt of the Potential Switch Notice, the relevant Issuer will deliver a Reset Margin Notification.

The Qualifying Certificateholders will, at their option, no later than two (2) Business Days after receipt of the Reset Margin Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Reset Switch Notice**) confirming the exercise of the Reset Option, following which the Linked Interest Rate will be the New Leverage Linked Interest in respect of the next Interest Accrual Period and each subsequent Interest Accrual Period until the Qualifying Certificateholders deliver another Potential Switch Notice (if any).

The Qualifying Certificateholders may exercise the Reset Option Interest Payoff Feature the Reset Option Number of occasions during the life of the Certificates. For the avoidance of doubt, following the exercise by the Qualifying Certificateholders of the Reset Option on such number of occasions equal to the Reset Option Number of times, the Linked Interest Rate applicable to the Certificates will be calculated in accordance with the last validly exercised Reset Option.

Accordingly, if a Reset Switch Date occurs, the Linked Interest Rate applicable to the Interest Accrual Period from (and including) such Reset Switch Date and for each subsequent Interest Accrual Period shall be determined by the Calculation Agent, in accordance with New Leverage Linked Interest, subject to any further exercise by the Qualifying Certificateholders in accordance with these Reset Option Interest Payoff Feature Conditions.

## **Payoff Feature Conditions: Part A: Chapter 14: Single Interest Payment Date Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Single Interest Payment Date Payoff Feature to be applicable.*

*The following terms and conditions (the **Single Interest Payment Date Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Single Interest Payment Date Payoff Feature (the **Single Interest Payment Date Payoff Feature**) is applicable. These Single Interest Payment Date Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Single Interest Payment Date Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms. You should also refer to the relevant Conditions for an explanation of how to calculate the Interest Amount.*

### **14 SINGLE INTEREST PAYMENT DATE PAYOFF FEATURE**

*The sum of all Interest Amounts (if any) will be paid on the Single Interest Payment Date. For the avoidance of doubt, the investor will not be entitled to any interest on any Interest Amount determined on an Interest Determination Date for the relevant Interest Period provided that the Single Interest Amount is paid in full on the Single Interest Payment Date.*

#### **14.1 Definitions and interpretation**

For the purposes of these Single Interest Payment Date Payoff Feature Conditions, the following terms shall have the following meanings:

**Interest Amount** has the meaning set out in General Condition 19 (Definitions).

**Interest Determination Date** has the meaning set out in General Condition 19 (Definitions).

**Interest Payment Date** has the meaning set out in General Condition 19 (Definitions).

**Single Interest Payment Date** means the date specified as such in the applicable Final Terms.

#### **14.2 Methodology**

If Single Interest Payment Date Payoff Feature is specified in the applicable Final Terms to be applicable, notwithstanding that multiple Interest Payment Dates are specified in the Final Terms and used in the determination of the Interest Amount, (a) each Interest Amount will not be paid on the relevant Interest Payment Date, and (b) an amount equal to the sum of all Interest Amounts (the **Single Interest Amount**) will be paid on the Single Interest Payment Date. For the avoidance of doubt, the investor will not be entitled to any interest on any Interest Amount determined on an Interest Determination Date for the relevant Interest Period provided that the Single Interest Amount is paid in full on the Single Interest Payment Date.

## Payoff Feature Conditions: Part B: Chapter 1: Global Cap Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Global Cap Payoff Feature to be applicable.*

*The following terms and conditions (the **Global Cap Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Global Cap Payoff Feature (the **Global Cap Payoff Feature**) is applicable. These Global Cap Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Global Cap Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 1 GLOBAL CAP PAYOFF FEATURE

*The amount payable on the Redemption Date or an Instalment Date may be reduced by (in the case of the Final Redemption Amount) an amount equal to the Global Cap Amount or (in the case of each Instalment Redemption Amount) the Instalment Cap. The value of an underlying may therefore affect the amount payable on the Redemption Date or an Instalment Date, as the case may be, if the interest amounts are calculated by reference to the value of an underlying.*

#### 1.1 Definitions and interpretation

For the purposes of these Global Cap Payoff Feature Conditions, the following terms shall have the following meanings:

**Σ Previous Coupons** means the sum of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) calculated up to and including the Redemption Date or the relevant Instalment Date, as the case may be.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Global Cap Amount** means an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}(0, \Sigma \text{Previous Coupons} - \text{Strike Price})$$

**Global Certificate Calculation Amount Factor** means a number equal to the aggregate outstanding nominal amount of the Certificates divided by the Calculation Amount.

**Instalment Cap** means, (i) in respect of the first Instalment Redemption Amount, the Global Cap Amount and (ii) in respect of each subsequent Instalment Redemption Amount, an amount equal to the Global Cap Amount minus the aggregate of all amounts that have been deducted from all previous Instalment Redemption Amounts pursuant to Global Cap Payoff Feature Condition 1.2(b), subject to a minimum of zero (0).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example  $\text{Max}(X,Y)$  means whichever is the greater of component X and component Y.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Specified Currency** has the meaning set out in General Condition 19 (*Definitions*).

**Strike Price** means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

## 1.2 Methodology

If Global Cap Payoff Feature is specified in the applicable Final Terms to be applicable

- (a) the Final Redemption Amount shall be an amount calculated following the subtraction of an amount equal to the Global Cap Amount, subject to a minimum of zero; or
- (b) each Instalment Redemption Amount shall be an amount calculated following the subtraction of an amount equal to the Instalment Cap, subject to a minimum of zero.

## Payoff Feature Conditions: Part B: Chapter 2: Global Floor Payoff Feature Conditions

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Global Floor Payoff Feature to be applicable.*

*The following terms and conditions (the **Global Floor Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Global Floor Payoff Feature (the **Global Floor Payoff Feature**) is applicable. These Global Floor Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Global Floor Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 GLOBAL FLOOR PAYOFF FEATURE

*The amount payable on the Redemption Date or the final Instalment Date, as the case may be, may be increased by an amount equal to the Global Floor Amount. The value of an underlying may therefore affect the amount payable on the Redemption Date or the final Instalment Date, as the case may be, if the interest amounts are calculated by reference to the value of an underlying.*

#### 2.1 Definitions and interpretation

For the purposes of these Global Floor Payoff Feature Conditions, the following terms shall have the following meanings:

**Σ Previous Coupons** means the sum of all Interest Amounts (paid in respect of (a) in the case of Certificates represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates and (b) in the case of each Certificate in definitive form, the product of the Calculation Amount and the Calculation Amount Factor) calculated up to and including the Redemption Date or the final Instalment Date, as the case may be.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Global Floor Amount** means an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Max}(0, \text{Strike Price} - \Sigma \text{Previous Coupons})$$

**Global Certificate Calculation Amount Factor** means a number equal to the aggregate outstanding nominal amount of the Certificates divided by the Calculation Amount.

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Max** means the greater of the two amounts or values that follow, the amounts or values being separated by a comma. For example Max(X,Y) means whichever is the greater of component X and component Y.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Specified Currency** has the meaning set out in General Condition 19 (*Definitions*).

**Strike Price** means an amount in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

## **2.2 Methodology**

If Global Floor Payoff Feature is specified in the applicable Final Terms to be applicable the Final Redemption Amount or final Instalment Redemption Amount, as the case may be, shall be an amount calculated following the addition of an amount equal to the Global Floor Amount.

## **Payoff Feature Conditions: Part B: Chapter 3: Dual Currency (Redemption) Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Dual Currency (Redemption) Payoff Feature to be applicable.*

*The following terms and conditions (the **Dual Currency (Redemption) Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Dual Currency (Redemption) Payoff Feature (the **Dual Currency (Redemption) Payoff Feature**) is applicable. These Dual Currency (Redemption) Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Dual Currency (Redemption) Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **3 DUAL CURRENCY (REDEMPTION) PAYOFF FEATURE**

*If Dual Currency (Redemption) Payoff Feature is applicable the amount payable on redemption will be payable in any one of the applicable Redemption Currencies.*

#### **3.1 Definitions and interpretation**

For the purposes of these Dual Currency (Redemption) Payoff Feature Conditions, the following terms shall have the following meanings:

**Dual Currency Method** means (i) if ‘multiplication’ is specified in the applicable Final Terms, multiplying the Final Redemption Amount, Early Redemption Amount or Instalment Redemption Amount, as the case may be, by the relevant Dual Currency (Redemption) Exchange Rate or (ii) if ‘division’ is specified in the applicable Final Terms, dividing the Final Redemption Amount, Early Redemption Amount or Instalment Redemption Amount, as the case may be, by the relevant Dual Currency (Redemption) Exchange Rate.

**Dual Currency (Redemption) Exchange Rate** means, with respect to a Redemption Currency, the rate of exchange of one currency for another currency expressed as a number of units of the Specified Currency per unit of the Redemption Currency which appears on the relevant FX Price Source at the relevant time, specified in the applicable Final Terms.

**Early Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**FX Price Source** means, with respect to a Dual Currency (Redemption) Exchange Rate, the price source(s) specified in the applicable Final Terms or, if the relevant rate is not published or announced at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Currency** means, with respect to a Redemption Date, an Early Redemption Date or an Instalment Date, as the case may be, each currency specified as such in the applicable Final Terms.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Specified Currency** has the meaning set out in General Condition 19 (*Definitions*).



### **3.2 Methodology**

If Dual Currency (Redemption) Payoff Feature is specified in the applicable Final Terms as applicable, the amount payable on the Redemption Date, Early Redemption Date or Instalment Date, as the case may be, will be payable in any one of the applicable Redemption Currencies. The Calculation Agent will determine the amount to be paid in accordance with the Dual Currency Method on the relevant date on which the Final Redemption Amount, Early Redemption Amount or each Instalment Redemption Amount, as the case may be, is to be determined.

## **Payoff Feature Conditions: Part B: Chapter 4: Investor Redemption Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Investor Redemption Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Investor Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Redemption Switch Payoff Feature (**Investor Redemption Switch Payoff Feature**) is applicable. These Investor Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Investor Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **4 INVESTOR REDEMPTION SWITCH PAYOFF FEATURE**

*All Certificateholders acting together may at their option (once during the life of the Certificates) elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub>, by sending a notice on or prior to an Investor Redemption Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.*

#### **4.1 Definitions and interpretation**

For the purposes of these Investor Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Investor Redemption Switch Date** means the Redemption Determination Date on which the Investor Redemption Switch Option will take effect, which shall be the Redemption Determination Date immediately following receipt by the Issuer of an Investor Redemption Switch Notice given in accordance with these Investor Redemption Switch Payoff Feature Conditions.

**Investor Redemption Switch Expiry Date** means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

**Investor Redemption Switch Notice** means a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the exercise of the Investor Redemption Switch Option on the Investor Redemption Switch Date.

**Linked Redemption<sub>1</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Linked Redemption<sub>2</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 4.2 Methodology

If Investor Redemption Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub> (the **Investor Redemption Switch Option**) upon the Qualifying Certificateholders delivering an Investor Redemption Switch Notice on or prior to an Investor Redemption Switch Expiry Date designating the exercise of the Investor Redemption Switch Option, provided that no Investor Redemption Switch Notice may be given on or after the occurrence of an Early Redemption Date. The Qualifying Certificateholders may exercise the Investor Redemption Switch Option once only during the life of the Certificates.

Accordingly, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have not delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>1</sub>;
- (b) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>2</sub>;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Investor Redemption Switch Date, in respect of each corresponding Instalment Date (or, if the Qualifying Certificateholders have not delivered a valid Investor Redemption Switch Notice in accordance with these Investor Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption<sub>1</sub>; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Investor Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption<sub>2</sub>.

## **Payoff Feature Conditions: Part B: Chapter 5: Issuer Redemption Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Issuer Redemption Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Issuer Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Redemption Switch Payoff Feature (the **Issuer Redemption Switch Payoff Feature**) is applicable. These Issuer Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Issuer Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **5 ISSUER REDEMPTION SWITCH PAYOFF FEATURE**

*The relevant Issuer may at its option (once during the life of the Certificates) elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub>, by sending a notice on or prior to an Issuer Redemption Switch Expiry Date. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Payoff Conditions referred to for this Payoff Feature Condition.*

#### **5.1 Definitions and interpretation**

For the purposes of these Issuer Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Issuer Redemption Switch Date** means the Redemption Determination Date on which the Issuer Redemption Switch Option will take effect which shall be the first Redemption Determination Date immediately following the date of an Issuer Redemption Switch Notice given in accordance with these Issuer Redemption Switch Payoff Feature Conditions.

**Issuer Redemption Switch Expiry Date** means the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

**Issuer Redemption Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating the exercise of the Issuer Redemption Switch Option on the Issuer Redemption Switch Date.

**Linked Redemption<sub>1</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Linked Redemption<sub>2</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 5.2 Methodology

If Issuer Redemption Switch Payoff Feature is specified in the applicable Final Terms to be applicable, the relevant Issuer may, at its option, elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub> (the **Issuer Redemption Switch Option**) upon the relevant Issuer delivering an Issuer Redemption Switch Notice on or prior to an Issuer Redemption Switch Expiry Date designating the exercise of the Issuer Redemption Switch Option provided that no Issuer Redemption Switch Notice may be given on or after the occurrence of an Early Redemption Date. The relevant Issuer may exercise the Issuer Redemption Switch Option once only during the life of the Certificates.

Accordingly, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have not delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>1</sub>;
- (b) in the case of Certificates (other than Instalment Certificates), if the Qualifying Certificateholders have delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>2</sub>;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Issuer Redemption Switch Date, in respect of each corresponding Instalment Date (or, if the relevant Issuer has not delivered a valid Issuer Redemption Switch Notice in accordance with these Issuer Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption<sub>1</sub>; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Issuer Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption<sub>2</sub>.

## **Payoff Feature Conditions: Part B: Chapter 6: Knock-out Redemption Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Redemption Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Knock-out Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Redemption Switch Payoff Feature (the **Knock-out Redemption Switch Payoff Feature**) is applicable. These Knock-out Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **6 KNOCK-OUT REDEMPTION SWITCH PAYOFF FEATURE**

*The basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub> if on (if Specified Dates is applicable) any Knock-out Redemption Switch Observation Date, or (if American is applicable) at any time during the Knock-out Redemption Switch Observation Period the Underlying<sub>KO</sub> Value is within the relevant Range. The Underlying<sub>KO</sub> Value reflects the price, level or rate of the Underlying<sub>KO</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>KO</sub> will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Redemption Payoff applicable to the Certificates. For the avoidance of doubt, a Knock-out Redemption Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.*

#### **6.1 Definitions and interpretation**

For the purposes of these Knock-out Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Knock-out Redemption Switch Date** means the Redemption Determination Date immediately following the occurrence of a Knock-out Redemption Switch Event.

**Knock-out Redemption Switch Event** means that the Underlying<sub>KO</sub> Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Redemption Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Redemption Switch Observation Period.

**Knock-out Redemption Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders of the occurrence of a Knock-out Redemption Switch Event.

**Knock-out Redemption Switch Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Redemption Switch Observation Period** means the period specified as a Knock-out Redemption Switch Observation Period in the applicable Final Terms.

**Knock-out Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Knock-out Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

**Linked Redemption<sub>1</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Linked Redemption<sub>2</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Range** means any one (only) of any one of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub>, as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than or equal to the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

**Range<sub>2</sub>** means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

**Range<sub>3</sub>** means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than or equal to the Knock-out Lower Limit and lower than the Knock-out Upper Limit.

**Range<sub>4</sub>** means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is greater than the Knock-out Lower Limit and lower than or equal to the Knock-out Upper Limit.

**Range<sub>5</sub>** means that on each Knock-out Redemption Switch Observation Date or at any time during the Knock-out Redemption Switch Observation Period (as the case may be), the Underlying<sub>ko</sub> Value is less than the Knock-out Lower Limit or greater than the Knock-out Upper Limit.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying<sub>ko</sub>** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms.

**Underlying<sub>ko</sub> Value** means, with respect to a Knock-out Redemption Switch Observation Date:

- (a) in respect of an Underlying<sub>ko</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>ko</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>ko</sub> which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying<sub>ko</sub> which is an Inflation Index, the Inflation Index Level; or

- (e) in respect of an Underlying<sub>KO</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying<sub>KO</sub> Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying<sub>KO</sub> Value (if any).

## 6.2 Methodology

If Knock-out Redemption Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub> (a **Knock-out Redemption Switch**) if during the life of the Certificates a Knock-out Redemption Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Redemption Switch Event, deliver a Knock-out Redemption Switch Notice. For the avoidance of doubt, a Knock-out Redemption Switch can occur once only during the life of the Certificates.

The Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if a Knock-out Redemption Switch Event has not occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>1</sub>;
- (b) in the case of Certificates (other than Instalment Certificates), if a Knock-out Redemption Switch Event has occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>2</sub>;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Knock-out Redemption Switch Date, in respect of each corresponding Instalment Date (or, if a Knock-out Redemption Switch Event has not occurred in accordance with these Knock-out Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption<sub>1</sub>; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Knock-out Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption<sub>2</sub>.



## **Payoff Feature Conditions: Part B: Chapter 7: Knock-out Basket Redemption Switch Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Knock-out Basket Redemption Switch Payoff Feature to be applicable.*

*The following terms and conditions (the **Knock-out Basket Redemption Switch Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Basket Redemption Switch Payoff Feature (the **Knock-out Basket Redemption Switch Payoff Feature**) is applicable. These Knock-out Basket Redemption Switch Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Basket Redemption Switch Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **7 KNOCK-OUT BASKET REDEMPTION SWITCH PAYOFF FEATURE**

*The basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from (i) calculation of the Redemption Payoff using Linked Redemption<sub>1</sub> to (ii) calculation of the Redemption Payoff using Linked Redemption<sub>2</sub> if on (if Specified Dates is applicable) any Knock-out Basket Redemption Switch Observation Date, or (if American is applicable) at any time during the Knock-out Basket Redemption Switch Observation Period the Basket Value is within the relevant Range. Basket<sub>KO</sub> Value means the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on a relevant date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> multiplied by the relevant leverage will therefore affect which Standard Payoff Condition or Combination Payoff Condition, as applicable, is used to calculate the Redemption Payoff applicable to the Certificates. For the avoidance of doubt, a Knock-out Basket Redemption Switch can occur once only during the life of the Certificates. You should also refer to the relevant Standard Payoff Conditions or Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff or Combination Redemption Payoff referred to for this Payoff Feature Condition.*

#### **7.1 Definitions and interpretation**

For the purposes of these Knock-out Basket Redemption Switch Payoff Feature Conditions, the following terms shall have the following meanings:

**Basket<sub>KO</sub> Value** means, with respect to a Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period, as applicable,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ .

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Knock-out Basket Redemption Switch Date** means the Redemption Determination Date immediately following the occurrence of a Knock-out Basket Redemption Switch Event.

**Knock-out Basket Redemption Switch Event** means that the  $\text{Basket}_{\text{KO}}$  Value is within the Range on (a) if Specified Dates is specified as applicable in the applicable Final Terms, any Knock-out Basket Redemption Switch Observation Date, or (b) if American is specified as applicable in the applicable Final Terms, at any time during the Knock-out Basket Redemption Switch Observation Period.

**Knock-out Basket Redemption Switch Notice** means a written notice given by the relevant Issuer to the Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) informing the Certificateholders the Certificateholders of the occurrence of a Knock-out Basket Redemption Switch Event.

**Knock-out Basket Redemption Switch Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Basket Redemption Switch Observation Period** means the period specified as a Knock-out Basket Redemption Switch Observation Period in the applicable Final Terms.

**Knock-out Basket Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Knock-out Basket Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or negative value or, in the case of a number, may be one (1).

**Linked Redemption<sub>1</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Linked Redemption<sub>2</sub>** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Range** means any one (only) of any one of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub>, as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the  $\text{Basket}_{\text{KO}}$  Value is greater than or equal to the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

**Range<sub>2</sub>** means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the  $\text{Basket}_{\text{KO}}$  Value is greater than the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

**Range<sub>3</sub>** means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the  $\text{Basket}_{\text{KO}}$  Value is greater than or equal to the Knock-out Basket Lower Limit and lower than the Knock-out Basket Upper Limit.

**Range<sub>4</sub>** means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the  $\text{Basket}_{\text{KO}}$  Value is greater than the Knock-out Basket Lower Limit and lower than or equal to the Knock-out Basket Upper Limit.

**Range<sub>5</sub>** means that on each Knock-out Basket Redemption Switch Observation Date or at any time during the Knock-out Basket Redemption Switch Observation Period (as the case may be), the Basket<sub>KO</sub> Value is less than the Knock-out Basket Lower Limit or greater than the Knock-out Basket Upper Limit.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying** means any Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified in the applicable Final Terms, each an Underlying.

**Underlying<sub>i</sub>** means each Underlying corresponding to an  $i$  specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Knock-out Basket Redemption Switch Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of the Underlying<sub>i</sub>.

$\Sigma$  means the sum of the values which follow in brackets.

$\Sigma$  (**Leverage<sub>i</sub> x Underlying Value<sub>i</sub>**) means the sum of the individual products of the Leverage<sub>i</sub> and the Underlying Value<sub>i</sub> for each  $i$ .

## 7.2 Methodology

If Knock-out Basket Redemption Switch Payoff Feature is specified to be applicable in the applicable Final Terms, the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated will automatically switch from Linked Redemption<sub>1</sub> to Linked Redemption<sub>2</sub> (a **Knock-out Basket Redemption Switch**) if during the life of the Certificates a Knock-out Basket Redemption Switch Event occurs. The relevant Issuer shall, as soon as reasonably practical following the occurrence of a Knock-out Basket Redemption Switch Event, deliver a Knock-out Basket Redemption Switch Notice. For the avoidance of doubt, a Knock-out Basket Redemption Switch can occur once only during the life of the Certificates.

The Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent:

- (a) in the case of Certificates (other than Instalment Certificates), if a Knock-out Basket Redemption Switch Event has not occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>1</sub>;

- (b) in the case of Certificates (other than Instalment Certificates), if a Knock-out Basket Redemption Switch Event has occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions, in accordance with Linked Redemption<sub>2</sub>;
- (c) in the case of Instalment Certificates, on each Redemption Determination Date up to (but excluding) the Knock-out Basket Redemption Switch Date, in respect of each corresponding Instalment Date (or, if a Knock-out Basket Redemption Switch Event has not occurred in accordance with these Knock-out Basket Redemption Switch Payoff Feature Conditions), in accordance with Linked Redemption<sub>1</sub>; or
- (d) in the case of Instalment Certificates, on each Redemption Determination Date from (and including) the Knock-out Basket Redemption Switch Date, in respect of each corresponding Instalment Date, in accordance with Linked Redemption<sub>2</sub>.

## **Payoff Feature Conditions: Part B: Chapter 8: Shout Option Performance Lock-in Redemption Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Shout Option Performance Lock-in Redemption Payoff Feature to be applicable.*

*The following terms and conditions (the **Shout Option Performance Lock-in Redemption Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Shout Option Performance Lock-in Redemption Payoff Feature (the **Shout Option Performance Lock-in Redemption Payoff Feature**) is applicable. These Shout Option Performance Lock-in Redemption Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Shout Option Performance Lock-in Redemption Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **8 SHOUT OPTION PERFORMANCE LOCK-IN REDEMPTION PAYOFF FEATURE**

*All Certificateholders acting together may request to fix the Underlying Value of each relevant Underlying for the purposes of the determination of the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be, for the immediately following Redemption Determination Date at the Shout Option Performance Lock-in Level by delivering a notice on or before a Shout Option Performance Lock-in Expiry Date. The Issuer has discretion to decline such request or provide the relevant Shout Option Performance Lock-in Level. Each relevant Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be.*

#### **8.1 Definitions and interpretation**

For the purposes of these Shout Option Performance Lock-in Redemption Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Notice Deadline** means the time specified as such in the applicable Final Terms.

**Potential Shout Option Performance Lock-in Exercise Notice** means, with respect to the immediately following Redemption Determination Date, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) designating a Shout Option Performance Date and requesting a Shout Option Performance Lock-in Level.

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Shout Option Number** means two (2) or such other number specified as such in the applicable Final Terms.

**Shout Option Performance Date** means any Business Day designated as such in the Potential Shout Option Performance Lock-in Exercise Notice which shall be on or prior to the Shout Option Performance Lock-in Expiry Date.

**Shout Option Performance Lock-in Expiry Date** means any date that falls not later than the date that is ten (10) Business Days, or such other number of Business Days specified in the applicable Final Terms, prior to the relevant Redemption Determination Date.

**Shout Option Performance Lock-in Level** means, with respect to the immediately following Redemption Determination Date the Underlying Value of each relevant Underlying calculated by the Calculation Agent in respect of the relevant Shout Option Performance Date.

**Standard Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Underlying** has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Redemption Payoff or Combination Redemption Payoff specified to be applicable in relation to the then current Redemption Period in the applicable Final Terms.

**Underlying Value** has the meaning set out in the relevant Standard Payoff Conditions or Combination Payoff Conditions (as the case may be) applicable to the Standard Redemption Payoff or Combination Redemption Payoff specified to be applicable in relation to the then current Redemption Period in the applicable Final Terms.

**Underlying Value Notification** means, with respect to a Potential Shout Option Performance Lock-in Exercise Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders (with a copy to the Principal Certificate Agent) in accordance with General Condition 11 (*Notices*) notifying the Qualifying Certificateholders (i) that it declines the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date or (ii) the Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date.

## 8.2 Methodology

If Shout Option Performance Lock-in Redemption Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to fix the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be, in accordance with these Shout Option Performance Lock-in Redemption Payoff Feature Conditions (**Performance Lock-in Shout Option**).

The Qualifying Certificateholders may at their option, deliver a Potential Shout Option Performance Lock-in Exercise Notice on or before a Shout Option Performance Lock-in Expiry Date provided that no Potential Shout Option Performance Lock-in Exercise Notice may be given on or after the occurrence of an Early Redemption Date.

The relevant Issuer has discretion with respect to any Potential Shout Option Performance Lock-in Exercise Notice to (i) decline the request to provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date if in its reasonable opinion the relevant Issuer or its hedging affiliate will not be able to execute the request because of market conditions, time of the request or other reasons which, for the avoidance of

doubt, (in which case the delivery of the Potential Shout Option Performance Lock-in Exercise Notice will not constitute exercise of the Performance Lock-in Shout Option), or (ii) provide a Shout Option Performance Lock-in Level for the relevant Shout Option Performance Date (in which case the receipt of a corresponding Shout Option Exercise Notice (as defined below) will constitute exercise of the Performance Lock-in Shout Option). No later than one (1) hour prior to the final time at which the Underlying Value (in relation to Linked Interest Certificates or Linked Redemption Certificates other than Inflation Linked Certificates) is able to be determined in accordance with the relevant Asset Conditions on the date of receipt of the Potential Shout Option Performance Lock-in Exercise Notice if the Potential Shout Option Performance Lock-in Exercise Notice is received before the Notice Deadline on that day or otherwise, no later than the Notice Deadline on the following Business Day, the relevant Issuer will deliver an Underlying Value Notification. In relation to Inflation Linked Certificates, no later than two (2) Business Days after receipt of the Potential Shout Option Performance Lock-in Exercise Notice, the relevant Issuer will deliver an Underlying Value Notification.

If in the Underlying Value Notification the relevant Issuer notifies the Qualifying Certificateholders of the Shout Option Performance Lock-in Level, the Qualifying Certificateholders will, at their option, no later than the date falling the Shout Option Number of Business Days after receipt of such Underlying Value Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Shout Option Exercise Notice**) confirming the exercise of the Performance Lock-in Shout Option following which, for the immediately following Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be,, the Underlying Value of each relevant Underlying for the purposes of the determination by the Calculation Agent of the Redemption Payoff applicable to the Certificates will be the Shout Option Performance Lock-in Level.

The Qualifying Certificateholders may exercise the Performance Lock-in Shout Option once only in respect of each Redemption Determination Date in respect of the Final Redemption Amount or the relevant Instalment Redemption Amount, as the case may be.

## **Payoff Feature Conditions: Part B: Chapter 9: Reset Option Redemption Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Reset Option Payoff Feature to be applicable.*

*The following terms and conditions (the **Reset Option Redemption Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Reset Option Redemption Payoff Feature (the **Reset Option Redemption Payoff Feature**) is applicable. These Reset Option Redemption Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Reset Option Redemption Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **9 RESET OPTION REDEMPTION PAYOFF FEATURE**

*All Certificateholders acting together may at their option elect to switch the basis on which the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, is calculated from (i) calculation of the Redemption Payoff using Linked Redemption with variables set out in the applicable Final Terms to (ii) calculation of the Redemption Payoff using the Linked Redemption with the margin and leverage to be determined at the relevant time by sending a notice on or prior to a Reset Notice Date. You should also refer to the relevant Standard Payoff Conditions and Combination Payoff Conditions for an explanation of how to calculate the Redemption Payoff calculated using the relevant Standard Redemption Payoff and Combination Redemption Payoff referred to in this Payoff Feature Condition.*

#### **9.1 Definitions and interpretation**

For the purposes of these Reset Option Redemption Payoff Feature Conditions, the following terms shall have the following meanings:

**Business Day** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Future Leverage** means, in respect of the Linked Redemption, the percentage or number notified by the Qualifying Certificateholders in the relevant Potential Switch Notification.

**Future Margin** means, in respect of the Linked Redemption, the percentage or number notified to the Qualifying Certificateholders in the relevant Reset Margin Notification.

**Instalment Redemption Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Leverage** has the meaning set out in relevant Terms and Conditions for the Linked Redemption.

**Linked Redemption** means the Standard Redemption Payoff or Combination Redemption Payoff specified as such in the applicable Final Terms.

**Margin** has the meaning set out in relevant Terms and Conditions for the Linked Redemption.

**New Leverage** means, with respect to a Potential Switch Notice, the Future Leverage designated in the relevant Potential Switch Notice to be applicable for the Linked Redemption for the immediately following Redemption Determination Date unless the Qualifying Certificateholders deliver another Potential Switch Notice, in each case confirmed pursuant to a Reset Switch Notice.



**New Leverage Linked Redemption** means the Redemption Payoff determined in accordance with the Linked Redemption where the Leverage shall be the New Leverage and the Margin shall be the New Margin.

**New Margin** means, with respect to a Potential Switch Notice, the Future Margin designated in the relevant Reset Margin Notification to be applicable for the Linked Redemption for the immediately following Redemption Determination Date unless the Qualifying Certificateholders deliver another Potential Switch Notice, in each case confirmed pursuant to a Switch Reset Notice.

**Potential Switch Notice** means, with respect to the immediate following Redemption Determination Date, a written notice given by the Qualifying Certificateholders to the relevant Issuer (with a copy to the Principal Certificate Agent) in accordance with General Condition 19 (*Notices*) designating the Future Leverage to be applicable on the next Redemption Determination Date unless the Qualifying Certificateholders deliver another Potential Switch Notice (if any), in each case confirmed pursuant to a Reset Switch Notice.

**Qualifying Certificateholders** means the Certificateholders holding 100 per cent. of the aggregate nominal amount of the Certificates outstanding.

**Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Determination Date** has the meaning set out in General Condition 19 (*Definitions*).

**Reset Margin Notification** means, with respect to any Potential Switch Notice, a written notice given by the relevant Issuer to the Qualifying Certificateholders in accordance with General Condition 19 (*Notices*) notifying the Qualifying Certificateholders of the Future Margin in respect of the Future Leverage notified in such Potential Switch Notice.

**Reset Margin Notification Date** means the number of Business Days, as specified in the applicable Final Terms, after receipt of any Potential Switch Notice by the Issuer.

**Reset Margin Notification Time** means the time specified as such in the applicable Final Terms.

**Reset Notice Date** means the date that is such number of Business Days as specified in the applicable Final Terms prior to (a) each Redemption Determination Date or (b) the relevant Redemption Determination Dates, in each case as specified in the applicable Final Terms.

**Reset Notice Time** means the time specified as such in the applicable Final Terms.

**Reset Option Number** means the number specified as the Reset Option Number in the applicable Final Terms.

**Reset Switch Date** means, with respect to a valid Reset Switch Notice, the date on which the Reset Option Redemption Option will take effect which shall be the Redemption Determination Date falling immediately after the receipt by the Issuer of such valid Reset Switch Notice, in accordance with these Reset Option Redemption Payoff Feature Conditions.

**Reset Switch Notice** has the meaning given to it in Reset Option Redemption Payoff Feature Condition 9.2 (*Methodology*).

**Specified Leverage Linked Redemption** means the Redemption Payoff determined in accordance with the Linked Redemption where the Leverage and the Margin applicable to such Linked Redemption is set out in the Final Terms.

**Standard Redemption Payoff** has the meaning set out in General Condition 19 (*Definitions*).

## 9.2 Methodology

If Reset Option Redemption Payoff Feature is specified in the applicable Final Terms to be applicable, the Qualifying Certificateholders may, at their option, request to switch the basis on which the Final Redemption

Amount or the Instalment Redemption Amount, as the case may be, is calculated from Specified Leverage Linked Redemption to New Leverage Linked Redemption in accordance with these Reset Option Redemption Payoff Feature Conditions (the **Reset Option**).

The Qualifying Certificateholders may, at their option, deliver a Potential Switch Notice on any Business Day on or prior to a Reset Notice Date.

If the Potential Switch Notice is received by the Issuer prior to the Reset Notice Time on the relevant Business Day, the Issuer will deliver the Reset Margin Notification no later than the Reset Margin Notification Time on that Business Day, otherwise, the Issuer will deliver the Reset Margin Notification no later than the Reset Notice Time on the next following Business Day. If the Reset Notice Time or Reset Margin Notification Time is specified as 'Not Applicable' in the applicable Final Terms, no later than two (2) Business Days after receipt of the Potential Switch Notice, the relevant Issuer will deliver a Reset Margin Notification.

The Qualifying Certificateholders will, at their option, no later than two (2) Business Days after receipt of the Reset Margin Notification, deliver to the relevant Issuer (with a copy to the Principal Certificate Agent) a notice (a **Reset Switch Notice**) confirming the exercise of the Reset Option following which the Redemption Payoff in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, will be the New Leverage Linked Redemption in respect of the following Redemption Determination Date unless the Qualifying Certificateholders exercise the Reset Option again.

The Qualifying Certificateholders may exercise the Reset Option Redemption Payoff Feature the Reset Option Number during the life of the Certificates. For the avoidance of doubt, following the exercise by the Qualifying Certificateholders of the Reset Option on such number of occasions equal to the Reset Option Number of times during the life of the Certificates, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, for the relevant Redemption Determination Date will be calculated in accordance with the last validly exercised Reset Option.

Accordingly, if a Reset Switch Date occurs, the Redemption Payoff applicable to the Certificates in respect of the Final Redemption Amount or the Instalment Redemption Amount, as the case may be, shall be determined by the Calculation Agent on the immediately following Redemption Determination Date in accordance with New Leverage Linked Redemption, subject to any further exercise by the Qualifying Certificateholders in accordance with these Reset Option Redemption Payoff Feature Conditions.

## **Payoff Feature Conditions: Part C: Chapter 1: Additive Payoff Feature Conditions**

*This chapter sets out additional terms and conditions for Certificates in respect of which the applicable Final Terms specify Additive Payoff Feature to be applicable.*

*The following terms and conditions (the **Additive Payoff Feature Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Additive Payoff Feature (the **Additive Payoff Feature**) is applicable. These Additive Payoff Feature Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Additive Payoff Feature Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **1 ADDITIVE PAYOFF FEATURE**

*This Additive Feature sets out that any Payoff Feature may be combined with one or more other Payoff Features. You should also refer to the relevant Payoff Feature Conditions for an explanation of the relevant Payoff Features referred to for this Payoff Feature Condition.*

#### **1.1 Definitions and interpretation**

For the purposes of these Additive Payoff Feature Conditions, the following terms shall have the following meanings:

**Payoff Feature** means, as applicable, Investor Interest Switch Payoff Feature, Issuer Interest Switch Payoff Feature, Knock-out Interest Switch Payoff Feature, Knock-out Basket Interest Switch Payoff Feature, Target Interest Switch Payoff Feature, Shout Option Performance Lock-in Interest Payoff Feature, Chooser Decay Interest Switch Option Payoff Feature, Memory Option Interest Switch Payoff Feature, Flexi Option Interest Switch Payoff Feature, Pelican Option Interest Switch Payoff Feature, Dual Currency (Interest) Payoff Feature, Credit Event Contingency Interest Switch Payoff Feature, Reset Option Interest Payoff Feature, Single Interest Payment Date Payoff Feature, Global Cap Payoff Feature, Global Floor Payoff Feature, Dual Currency (Redemption) Payoff Feature, Investor Redemption Switch Payoff Feature, Issuer Redemption Switch Payoff Feature, Knock-out Redemption Switch Payoff Feature, Knock-out Basket Redemption Switch Payoff Feature, Shout Option Performance Lock-in Redemption Payoff Feature or Reset Option Redemption Payoff Feature.

#### **1.2 Methodology**

If Additive Payoff Feature is specified in the applicable Final Terms to be applicable, any Payoff Feature may be combined with one or more other Payoff Features, as specified in the applicable Final Terms.

## ANNEX 7 – EARLY REDEMPTION TRIGGER CONDITIONS

*The chapters of this annex each set out additional terms and conditions that may apply to the early redemption in respect of the Certificates.*

*The terms and conditions applicable to the early redemption of Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following chapters comprise the terms and conditions (the **Early Redemption Trigger Conditions**) that shall apply to the Certificates if the applicable Final Terms indicate that one or more chapters of the Early Redemption Trigger Conditions is applicable. Only those chapters containing an early redemption trigger event specified in the applicable Final Terms will apply to a particular Series of Certificates. The Early Redemption Trigger Conditions are subject to Completion in accordance with the applicable Final Terms.*

*The Early Redemption Trigger Conditions are set out as follows:*

Issuer Call Early Redemption Trigger	Chapter 1
Investor Put Early Redemption Trigger	Chapter 2
Knock-out Early Redemption Trigger	Chapter 3
Callable Knock-out Early Redemption Trigger	Chapter 4
Puttable Knock-out Early Redemption Trigger	Chapter 5
Target Early Redemption Trigger	Chapter 6
Knock-out Multi Underlying Redemption Trigger	Chapter 7

## **Early Redemption Trigger Conditions: Chapter 1: Issuer Call Early Redemption Trigger**

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Issuer Call Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Issuer Call Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Issuer Call Early Redemption Trigger (the **Issuer Call Early Redemption Trigger**) is applicable. These Issuer Call Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Issuer Call Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### **1 ISSUER CALL EARLY REDEMPTION TRIGGER**

*The relevant Issuer may (at its option) give notice to redeem all or some only of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date.*

#### **1.1 Definitions and interpretation**

For the purposes of these Issuer Call Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Issuer Call Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Issuer Call Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Issuer Call Early Redemption Trigger Conditions, the date falling the Issuer Call Number of Business Days immediately following the date of the relevant Issuer Call Notice.

**Issuer Call Notice** means notice by the relevant Issuer to the holders of the Certificates given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Call Notice Period and, if applicable, not more than the Maximum Call Notice Period, expressing its intention to redeem all or some only of the Certificates. A copy of such notice will be given to the Principal Certificate Agent or, in the case of redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notices shall be irrevocable and shall specify the date fixed for redemption).

**Issuer Call Number** means the number specified as such in the applicable Final Terms.

**Maximum Call Notice Period** means, if applicable, the notice period specified as such in the applicable Final Terms.

**Maximum Call Nominal Amount** means the amount specified as such in the applicable Final Terms.

**Minimum Call Nominal Amount** means the amount specified as such in the applicable Final Terms.

**Minimum Call Notice Period** means the notice period specified as such in the applicable Final Terms.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

#### **1.2 Trigger**

If Issuer Call Early Redemption Trigger is specified in the applicable Final Terms to be applicable, the relevant Issuer may give an Issuer Call Notice to redeem all or some only of the Certificates then outstanding on the

applicable Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Early Redemption Date.

Any such redemption must be of a nominal amount not less than the Minimum Call Nominal Amount or not more than the Maximum Call Nominal Amount.

In the case of a partial redemption of Certificates, the Certificates to be redeemed (**Redeemed Certificates**) will be selected individually by lot, in the case of Redeemed Certificates represented by Definitive Certificates, and in accordance with the rules of DTC and/or Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Certificates represented by a Global Certificate, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Certificates represented by Definitive Certificates, a list of the serial numbers of such Redeemed Certificates will be published in accordance with General Condition 11 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Certificate will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Issuer Call Early Redemption Trigger Condition 1.2 and notice to that effect shall be given by the relevant Issuer to the Certificateholders in accordance with General Condition 11 (*Notices*) at least five (5) days prior to the Selection Date.

In the case of Swedish Certificates and Finnish Certificates, the notice to the Certificateholders shall also specify the Certificates or amounts of the Redeemed Certificates and the Record Date before the due date for the redemption and the procedures for partial redemptions laid down in the Swedish CSD Rules and the Finnish CSD Rules, respectively, will be observed.

## Early Redemption Trigger Conditions: Chapter 2: Investor Put Early Redemption Trigger

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Investor Put Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Investor Put Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Investor Put Early Redemption Trigger (the **Investor Put Early Redemption Trigger**) is applicable. These Investor Put Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Investor Put Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 2 INVESTOR PUT EARLY REDEMPTION TRIGGER

*The investor may give notice, upon the expiry of which the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date.*

#### 2.1 Definitions and interpretation

For the purposes of these Investor Put Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Investor Put Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Investor Put Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to the Investor Put Early Redemption Trigger Conditions, the date falling the Investor Put Number of Business Days immediately following the date of the relevant Investor Put Notice.

**Investor Put Notice** means a notice by any holder of Certificates to the relevant Issuer given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Put Notice Period and, if applicable, not more than the Maximum Put Notice Period. A copy of such notice will be given to the Principal Certificate Agent or, in the case of a redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notice shall be irrevocable and shall specify a bank account (or, if payment is required to be made by cheque, an address to which payment is to be made under this Investor Put Early Redemption Trigger Condition).

**Investor Put Number** means the number specified as such in the applicable Final Terms.

**Maximum Put Notice Period** means, if applicable, the notice period specified as such in the applicable Final Terms.

**Minimum Put Notice Period** means the notice period specified as such in the applicable Final Terms.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

#### 2.2 Trigger

If Investor Put Early Redemption Trigger is specified in the applicable Final Terms to be applicable, upon the expiry of any Investor Put Notice, the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate on the Early Redemption Date and at the Early Redemption

Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date. Definitive Registered Certificates may be redeemed in any multiple of their lowest Specified Denomination.

If this Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg to exercise the right to require redemption of this Certificate, the holder of this Certificate must deliver at the specified office of any Paying Agent (in the case of Definitive Bearer Certificates) or the Registrar (in the case of Definitive Registered Certificates) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (an **Exercise Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Investor Put Early Redemption Trigger Condition and, in the case of Definitive Registered Certificates, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Definitive Registered Certificates so surrendered is to be redeemed, an address to which a new Definitive Registered Certificate in respect of the balance of such Definitive Registered Certificates is to be sent subject to and in accordance with the provisions of General Condition 1.3 (*Transfer of Certificates*), accompanied by this Certificate or evidence satisfactory to the Certificate Agent concerned or the Registrar (in the case of Definitive Registered Certificates) that this Certificate will, following delivery of the Exercise Notice, be held to its order or under its control.

If this Certificate is represented by a Global Certificate or is in definitive form and held through DTC, Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Certificate, the holder of this Certificate must, within the notice period, give notice to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depositary or common safekeeper, as the case may be for them to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg from time to time.

Any Exercise Notice or other notice given in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg given by a holder of any Certificate pursuant to this Investor Put Early Redemption Trigger Condition 2.2 shall be irrevocable.

Any Exercise Notice in respect of Swedish Certificates will not take effect against the relevant Issuer until the date on which the relevant Swedish Certificates have been transferred to the account designated by the Swedish Issuing Agent and blocked for further transfer by said Swedish Issuing Agent.

Any Exercise Notice in respect of Norwegian Certificates will not take effect against the relevant Issuer before the date on which the relevant Norwegian Certificates have been blocked for further transfer or, if requested by the Norwegian Issuing Agent, transferred to an account designated by the Norwegian Issuing Agent.

Any Exercise Notice in respect of Finnish Certificates will not take effect against the relevant Issuer until the date on which the relevant Finnish Certificates have been transferred to the account designated by the Finnish Issuing Agent and blocked for further transfer by said Finnish Issuing Agent.



### Early Redemption Trigger Conditions: Chapter 3: Knock-out Early Redemption Trigger

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Knock-out Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Early Redemption Trigger (the **Knock-out Early Redemption Trigger**) is applicable. These Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

#### 3 KNOCK-OUT EARLY REDEMPTION TRIGGER

*If on (if Specified Dates is applicable) each Knock-out Observation Date or (if American is applicable) at any time during the Knock-out Observation Period, the Underlying Value of the Underlying<sub>r</sub> is not within the relevant Range, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the Underlying<sub>r</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>r</sub> may therefore affect when the Certificates redeem.*

##### 3.1 Definitions and interpretation

For the purposes of these Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the date falling the Knock-out Number of Business Days immediately following the Knock-out Trigger Date.

**Knock-out Number** means the number specified as such in the applicable Final Terms.

**Knock-out Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Observation Period** means the period specified as a Knock-out Observation Period in the applicable Final Terms.

**Knock-out Trigger** means that the Underlying Value is within the Range on each Knock-out Observation Date or at any time during the Knock-out Observation Period, as the case may be.

**Knock-out Trigger Date** means the last Knock-out Observation Date or date during the Knock-out Observation Period, as the case may be, on which a Knock-out Trigger occurs.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of any one of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on each Knock-out Observation Date or at any time during the Knock-out Observation Period (as the case may be), the Underlying Value<sub>r</sub> is less than the Lower Limit and greater than the Upper Limit.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Underlying<sub>r</sub>** means the Commodity, Index, Proprietary Index, Inflation Index, Proprietary Index, FX Rate or Benchmark Rate specified as such in the applicable Final Terms.

**Underlying Value** means, with respect to a Knock-out Observation Date:

- (a) in respect of an Underlying<sub>r</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>r</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>r</sub> which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying<sub>r</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>r</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>r</sub>** means the Underlying Value of Underlying<sub>r</sub>.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

### 3.2 Trigger

If:

- (i) Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (ii) if Specified Dates is specified in the applicable Final Terms to be applicable, at any time on each relevant Knock-out Observation Date, a Knock-out Trigger occurs, or
- (iii) if American is specified in the applicable Final Terms to be applicable, at any time during the Knock-out Observation Period, a Knock-out Trigger occurs,

the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

## Early Redemption Trigger Conditions: Chapter 4: Callable Knock-out Early Redemption Trigger

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Callable Knock-out Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Callable Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Callable Knock-out Early Redemption Trigger (the **Callable Knock-out Early Redemption Trigger**) is applicable. These Callable Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Callable Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 4 CALLABLE KNOCK-OUT EARLY REDEMPTION TRIGGER

*If on a Callable Knock-out Observation Date, the Underlying Value of the Underlying<sub>r</sub> is not within the relevant Range, the relevant Issuer may (at its option) give notice to redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>r</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>r</sub> may therefore affect when the Certificates redeem.*

#### 4.1 Definitions and interpretation

For the purposes of these Callable Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Callable Knock-out Number** means the number specified as such in the applicable Final Terms.

**Callable Knock-out Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Callable Knock-out Redemption Notice** means notice by the relevant Issuer to the holders of the Certificates given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Callable Knock-out Notice Period and, if applicable, not more than the Maximum Callable Knock-out Notice Period expressing its intention to redeem all or some only of the Certificates. A copy of such notice will be given to the Principal Certificate Agent or, in the case of redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notices shall be irrevocable and shall specify the date fixed for redemption).

**Callable Knock-out Trigger** means that the Underlying Value<sub>r</sub> is within the Range on the relevant Callable Knock-out Observation Date.

**Callable Knock-out Trigger Date** means any Callable Knock-out Observation Date on which a Callable Knock-out Trigger occurs.

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Callable Knock-out Early Redemption Trigger Conditions, the date falling Callable Knock-out Number of Business Days immediately following the Callable Knock-out Trigger Date.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Maximum Callable Knock-out Notice Period** means, if applicable, the notice period specified as such in the applicable Final Terms.

**Maximum Knock-out Call Nominal Amount** means the amount specified as such in the applicable Final Terms.

**Minimum Callable Knock-out Nominal Amount** means the amount specified as such in the applicable Final Terms.

**Minimum Callable Knock-out Notice Period** means the notice period specified as such in the applicable Final Terms.

**Range** means any one (only) of any one of means Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Callable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Callable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Callable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Callable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Callable Knock-out Observation Date the Underlying Value<sub>r</sub> is less than the Lower Limit and greater than the Upper Limit.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Underlying<sub>r</sub>** means the Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified as such in the applicable Final Terms.

**Underlying Value** means, with respect to a Callable Knock-out Observation Date:

- (a) in respect of an Underlying<sub>r</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>r</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>r</sub> which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying<sub>r</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>r</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>r</sub>** means the Underlying Value of Underlying<sub>r</sub>.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 4.2 Trigger

If:

- (i) Callable Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (ii) on the relevant Callable Knock-out Observation Date, a Callable Knock-out Trigger occurs,

the relevant Issuer may (at its option) give a Callable Knock-out Redemption Notice to redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date corresponding to the Callable Knock-out Trigger Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

Any such redemption must be of a nominal amount not less than the Minimum Callable Knock-out Nominal Amount or not more than the Maximum Knock-out Call Nominal Amount, in each case as may be specified in the applicable Final Terms.

## Early Redemption Trigger Conditions: Chapter 5: Puttable Knock-out Early Redemption Trigger

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Puttable Knock-out Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Puttable Knock-out Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Puttable Knock-out Early Redemption Trigger (the **Puttable Knock-out Early Redemption Trigger**) is applicable. These Puttable Knock-out Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Puttable Knock-out Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 5 PUTTABLE KNOCK-OUT EARLY REDEMPTION TRIGGER

*If on a Puttable Knock-out Observation Date, the Underlying Value of the Underlying<sub>r</sub> is not within the relevant Range, the Certificateholder may (at its option) request the relevant Issuer to redeem in whole the relevant Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. The Underlying Value reflects the price, level or rate of the relevant Underlying<sub>r</sub> (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of the Underlying<sub>r</sub> may therefore affect when the Certificates redeem.*

#### 5.1 Definitions and interpretation

For the purposes of these Puttable Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Puttable Knock-out Early Redemption Trigger Conditions, the date falling the Puttable Knock-out Number of Business Days immediately following the Puttable Knock-out Trigger Date.

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Maximum Puttable Knock-out Notice Period** means, if applicable, the notice period specified as such in the applicable Final Terms.

**Minimum Puttable Knock-out Notice Period** means the notice period specified as such in the applicable Final Terms.

**Puttable Knock-out Number** means the number specified as such in the applicable Final Terms.

**Puttable Knock-out Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Puttable Knock-out Redemption Notice** means notice by any holder of the Certificates to the relevant Issuer given in accordance with General Condition 11 (*Notices*) with a notice period of not less than the Minimum Puttable Knock-out Notice Period and, if applicable, not more than the Maximum Puttable Knock-out Notice Period. A copy of such notice will be given to the Principal Certificate Agent or, in the case of a redemption of Definitive Registered Certificates, the Registrar in accordance with General Condition 11 (*Notices*) (which notice

shall be irrevocable and shall specify a bank account (or, if payment is required to be made by cheque, an address to which payment is to be made under this Puttable Knock-out Early Redemption Trigger Condition).

**Puttable Knock-out Trigger** means that the Underlying Value is within the Range on the relevant Puttable Knock-out Observation Date.

**Puttable Knock-out Trigger Date** means any Puttable Knock-out Observation Date on which a Puttable Knock-out Trigger occurs.

**Range** means any one (only) of any one of means Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Puttable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Puttable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Puttable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Puttable Knock-out Observation Date the Underlying Value<sub>r</sub> is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Puttable Knock-out Observation Date the Underlying Value<sub>r</sub> is less than the Lower Limit and greater than the Upper Limit.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Underlying<sub>r</sub>** means the Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate, specified as such in the applicable Final Terms.

**Underlying Value** means, with respect to a Puttable Knock-out Observation Date:

- (a) in respect of an Underlying<sub>r</sub> which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying<sub>r</sub> which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying<sub>r</sub> which is an Index or a Proprietary Index, the Index level;
- (d) in respect of an Underlying<sub>r</sub> which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying<sub>r</sub> which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>r</sub>** means the Underlying Value of Underlying<sub>r</sub>.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 5.2 Trigger

If:

- (a) Puttable Knock-out Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (b) on the relevant Puttable Knock-out Observation Date, a Puttable Knock-out Trigger occurs,

a holder of any Certificate may give a Puttable Knock-out Redemption Notice to the relevant Issuer, upon the expiry of such Puttable Knock-out Redemption Notice, the relevant Issuer will redeem, in whole (but not, in the case of a Definitive Bearer Certificate, in part) the relevant Certificate on the Early Redemption Date corresponding to the Puttable Knock-out Trigger Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date. Definitive Registered Certificates may be redeemed in any multiple of their lowest Specified Denomination.

If this Certificate is in definitive form and held outside Euroclear and Clearstream, Luxembourg to exercise the right to require redemption of this Certificate, the holder of this Certificate must deliver at the specified office of any Paying Agent (in the case of Definitive Bearer Certificates) or the Registrar (in the case of Definitive Registered Certificates) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a **Puttable Knock-out Exercise Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Early Redemption Trigger Condition and, in the case of Definitive Registered Certificates, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Definitive Registered Certificates so surrendered is to be redeemed, an address to which a new Definitive Registered Certificate in respect of the balance of such Registered Certificates is to be sent subject to and in accordance with the provisions of General Condition 1.3 (*Transfer of Certificates*), accompanied by this Certificate or evidence satisfactory to the Certificate Agent concerned or the Registrar (in the case of Definitive Registered Certificates) that this Certificate will, following delivery of the Puttable Knock-out Exercise Notice, be held to its order or under its control.

If this Certificate is represented by a Global Certificate or is in definitive form and held through DTC, Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Certificate, the holder of this Certificate must, within the notice period, give notice to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) of such exercise in accordance with the standard procedures of DTC, Euroclear or Clearstream, Luxembourg (which may include notice being given on his instruction by DTC, Euroclear or Clearstream, Luxembourg or any common depository or common safekeeper, as the case may be for them to the Principal Certificate Agent or, as the case may be, the Registrar (in the case of Definitive Registered Certificates) by electronic means) in a form acceptable to DTC, Euroclear or Clearstream, Luxembourg from time to time.

Any Puttable Knock-out Exercise Notice or other notice given in accordance with the standard procedures of DTC, Euroclear and Clearstream, Luxembourg given by a holder of any Certificate pursuant to this Puttable Knock-out Early Redemption Trigger Condition 5.2 shall be irrevocable.

Any Puttable Knock-out Redemption Notice in respect of Swedish Certificates will not take effect against the relevant Issuer until the date on which the relevant Swedish Certificates have been transferred to the account designated by the Swedish Issuing Agent and blocked for further transfer by said Agent.

Any Puttable Knock-out Redemption Notice in respect of Norwegian Certificates will not take effect against the relevant Issuer before the date on which the relevant Norwegian Certificates have been blocked for further transfer or, if requested by the Norwegian Issuing Agent, transferred to an account designated by the Norwegian Issuing Agent.

Any Puttable Knock-out Redemption Notice in respect of Finnish Certificates will not take effect against the relevant Issuer until the date on which the relevant Finnish Certificates have been transferred to the account designated by the Finnish Issuing Agent and blocked for further transfer by said Agent.



## Early Redemption Trigger Conditions: Chapter 6: Target Early Redemption Trigger

*This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Target Early Redemption Trigger to be applicable.*

*The following terms and conditions (the **Target Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Target Early Redemption Trigger (the **Target Early Redemption Trigger**) is applicable. These Target Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Target Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 6 TARGET EARLY REDEMPTION TRIGGER

*If on any Target Redemption Observation Date, the aggregate amount of interest paid on all previous Interest Payment Dates since the Issue Date is greater than or equal to the Target Level, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount on the corresponding Early Redemption Date.*

#### 6.1 Definitions and interpretation

For the purposes of these Target Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Target Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Target Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Target Early Redemption Trigger Conditions, the date falling Target Redemption Number of Business Days immediately following the Target Redemption Observation Date on which a Target Early Redemption Trigger Event occurs.

**Global Certificate Calculation Amount Factor** means a number equal to the aggregate outstanding nominal amount of the Certificates divided by the Calculation Amount.

**Interest Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Target Level** means the number or percentage in the Specified Currency per Calculation Amount specified as such in the applicable Final Terms which shall be multiplied by:

- (a) in the case of Certificates represented by a Global Certificate, the Global Certificate Calculation Amount Factor; or
- (b) in the case of a Certificate in definitive form, the Calculation Amount Factor.

**Target Redemption Number** means the number specified as such in the applicable Final Terms.

**Target Redemption Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

## 6.2 Trigger

If:

- (a) Target Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
- (b) on any Target Redemption Observation Date the aggregate Interest Amounts paid by the relevant Issuer in respect of all Certificates on all Interest Payment Dates since the Issue Date is greater than or equal to the Target Level (a **Target Early Redemption Trigger Event**),

the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date at the Early Redemption Amount.

## Early Redemption Trigger Conditions: Chapter 7: Knock-out Multi Underlying Early Redemption Trigger

This chapter sets out additional terms and conditions applicable to Certificates for which the applicable Final Terms specify Knock-out Multi Underlying Early Redemption Trigger to be applicable.

*The following terms and conditions (the **Knock-out Multi Underlying Early Redemption Trigger Conditions**) shall apply to the Certificates if the applicable Final Terms indicate that Knock-out Multi Underlying Early Redemption Trigger (the **Knock-out Multi Underlying Early Redemption Trigger**) is applicable. These Knock-out Multi Underlying Early Redemption Trigger Conditions are subject to completion in accordance with the applicable Final Terms.*

*All capitalised terms that are not defined in these Knock-out Multi Underlying Early Redemption Trigger Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

### 7 KNOCK-OUT MULTI UNDERLYING EARLY REDEMPTION TRIGGER

*If on a Knock-out Observation Date, Basket Value is within the Range, the relevant Issuer will redeem all of the Certificates at the Early Redemption Amount with accrued interest, if any, on the corresponding Early Redemption Date. Basket Value on any Knock-out Observation Date is the sum of the individual products of Leverage<sub>i</sub> and the Underlying Value of each Underlying<sub>i</sub> observed on such Knock-out Observation Date. The Underlying Value reflects the price, level or rate of the relevant Underlying (without regard to any currency of denomination of such price, level or rate, as the case may be) at the relevant time. The value of each Underlying<sub>i</sub> will therefore affect when the Certificates redeem.*

#### 7.1 Definitions and interpretation

For the purposes of these Knock-out Early Redemption Trigger Conditions, the following terms shall have the following meanings:

**Basket Value** means, with respect to a Knock-out Observation Date,  $\sum (\text{Leverage}_i \times \text{Underlying Value}_i)$ .

**Early Redemption Amount** means, in respect of an early redemption of (a) the Certificates (other than Zero Coupon Certificates) pursuant to these Knock-out Multi Underlying Early Redemption Trigger Conditions, the amount determined in accordance with the relevant Redemption Method or (b) Zero Coupon Certificates pursuant to these Knock-out Multi Underlying Early Redemption Trigger Conditions, the Fair Market Value Redemption Amount determined in accordance with General Condition 7.3 (*Fair Market Value Redemption Amounts*).

**Early Redemption Date** means, in respect of an early redemption of the Certificates pursuant to these Knock-out Early Redemption Trigger Conditions, the date falling the Knock-out Number of Business Days immediately following the Knock-out Trigger Date.

**i** means a number which corresponds to an item specified as such in the applicable Final Terms.

**Knock-out Number** means the number specified as such in the applicable Final Terms.

**Knock-out Observation Date** means each date specified as such in the applicable Final Terms and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Knock-out Multi Underlying Trigger** means that the Basket Value is within the Range on the relevant Knock-out Observation Date.

**Knock-out Trigger Date** means the Knock-out Observation Date on which a Knock-out Multi Underlying Trigger occurs.

**Leverage<sub>i</sub>** means the percentage or number specified as such in the applicable Final Terms and corresponding to the relevant Underlying<sub>i</sub>. For the avoidance of doubt, this may have a positive or a negative value or, in the case of a number, may be one (1).

**Lower Limit** means the percentage or number specified as such in the applicable Final Terms.

**Range** means any one (only) of Range<sub>1</sub>, Range<sub>2</sub>, Range<sub>3</sub>, Range<sub>4</sub> or Range<sub>5</sub> as specified in the applicable Final Terms.

**Range<sub>1</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>2</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than the Upper Limit.

**Range<sub>3</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than or equal to the Lower Limit and lower than the Upper Limit.

**Range<sub>4</sub>** means that on the relevant Interest Observation Date the Underlying Value is greater than the Lower Limit and lower than or equal to the Upper Limit.

**Range<sub>5</sub>** means that on the relevant Interest Observation Date the Underlying Value is less than the Lower Limit or greater than the Upper Limit.

**Redemption Method** has the meaning set out in Annex 8 (*Redemption Method Conditions*).

**Underlying** means each Commodity, Index, Proprietary Index, Inflation Index, FX Rate or Benchmark Rate specified as such in the applicable Final Terms.

**Underlying<sub>i</sub>** means each Underlying corresponding to <sub>i</sub> as specified in the applicable Final Terms. For the avoidance of doubt, all Underlying<sub>i</sub> together will constitute a Basket or a Multi-Asset Basket, as applicable (each as defined in the applicable Asset Conditions).

**Underlying Value** means, with respect to a Knock-out Observation Date:

- (a) in respect of an Underlying which is a Commodity, the Commodity Reference Price;
- (b) in respect of an Underlying which is a Benchmark Rate, the Benchmark Rate Level;
- (c) in respect of an Underlying which is an Index or a Proprietary Index, the Index Level;
- (d) in respect of an Underlying which is an Inflation Index, the Inflation Index Level; or
- (e) in respect of an Underlying which is a FX Rate, the relevant rate of exchange.

For the avoidance of doubt, the Underlying Value may have a positive value, negative value or may be equal to zero (0) and will be expressed without regard to the currency of denomination of the Underlying Value (if any).

**Underlying Value<sub>i</sub>** means the Underlying Value of Underlying<sub>i</sub>.

**Upper Limit** means the percentage or number specified as such in the applicable Final Terms.

## 7.2 Trigger

If:

- (a) Knock-out Multi Underlying Early Redemption Trigger is specified in the applicable Final Terms to be applicable; and
  - (b) at any time on any Knock-out Observation Date, a Knock-out Multi Underlying Trigger occurs,
- the relevant Issuer will redeem all, but not some only, of the Certificates then outstanding on the Early Redemption Date and at the Early Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Early Redemption Date.

## ANNEX 8 – REDEMPTION METHOD CONDITIONS

*This annex sets out additional terms and conditions (the **Redemption Method Conditions**) relating to the redemption payments in respect of a Series of Certificates other than a redemption pursuant to General Condition 7.3 (Fair Market Value Redemption Amounts).*

*The terms and conditions applicable to a Redemption Method (as defined below) of Linked Redemption Certificates shall comprise the General Conditions and the Additional Conditions, in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Additional Conditions, the Additional Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Additional Conditions and (ii) the Final Terms, the Final Terms shall prevail.*

*All capitalised terms that are not defined in these Redemption Method Conditions or elsewhere in the Terms and Conditions will have the meanings given to them in the applicable Final Terms.*

*The following terms and conditions (the **Redemption Method Conditions**) shall apply to the Certificates. Only those Redemption Method Conditions containing an applicable Redemption Method specified in the applicable Final Terms for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount will apply to a particular Series of Certificates for determining such amount. These Redemption Method Conditions are subject to completion in accordance with the applicable Final Terms.*

### 1 DEFINITIONS AND INTERPRETATION

For the purposes of these Redemption Method Conditions, the following terms shall have the following meanings:

**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.

**Calculation Amount Factor** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Combination Redemption Payoff** means the relevant chapter of Part B of the Combination Payoff Conditions.

**Early Redemption Amount** is the amount determined in accordance with the Redemption Method specified as applicable for Early Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

**Early Redemption Date** has the meaning set out in General Condition 19 (*Definitions*).

**Final Redemption Amount** is the amount determined in accordance with the Redemption Method specified as applicable for the Final Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

**Growth Redemption** has the meaning set out in Redemption Method Condition 4 (*Growth Redemption*).

**Instalment Amount** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Date** has the meaning set out in General Condition 19 (*Definitions*).

**Instalment Redemption Amount** is the amount determined in accordance with the Redemption Method specified as applicable for Instalment Redemption Amount in the applicable Final Terms, in each case subject to any applicable Payoff Feature.

**Nominal Amount** means:

- (a) for the purposes of determining the Final Redemption Amount:
  - (i) in the case of Certificates (other than Instalment Certificates) that are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate; or
  - (ii) in the case of Certificates (other than Instalment Certificates) in definitive form, the product of the Calculation Amount and the Calculation Amount Factor;
- (b) for the purposes of determining the Instalment Redemption Amount:
  - (i) in the case of Instalment Certificates that are represented by a Global Certificate, the aggregate Instalment Amount of the Certificates on the relevant Instalment Date represented by such Global Certificate; or
  - (ii) in the case of Instalment Certificates in definitive form, the Instalment Amount on the relevant Instalment Date; or
- (c) For the purposes of determining the Early Redemption Amount:
  - (i) in the case of Certificates that are represented by a Global Certificate, the aggregate outstanding nominal amount of the Certificates represented by such Global Certificate;
  - (ii) in the case of Certificates in definitive form, the product of the Calculation Amount and the Calculation Amount Factor.

**Redemption Payoff** means the relevant redemption payoff determined in accordance with the relevant Standard Redemption Payoff or the relevant Combination Redemption Payoff as specified in the applicable Final Terms for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount.

**Payoff Feature** has the meaning set out in General Condition 19 (*Definitions*).

**Performance Redemption** has the meaning set out in Redemption Method Condition 3 (*Performance Redemption*).

**Redemption Determination Date** means (a) for the purposes of determining the Final Redemption Amount, the date specified as the Redemption Determination Date in the applicable Final Terms, (b) in the case of Instalment Certificates for the purposes of determining an Instalment Redemption Amount, the relevant date specified as the Redemption Determination Date in respect of an Instalment Date, or (c) for the purposes of determining an Early Redemption Amount, the date falling such number of Business Days as specified in the applicable Final Terms prior to the Early Redemption Date, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of the relevant Asset Conditions.

**Redemption Method** means each of Standard Redemption, Performance Redemption or Growth Redemption, as applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount.

**Redemption Unwind Costs** means, in respect of each Certificate:

- (a) if Payoff Feature Unwind Costs is specified as applicable in the applicable Final Terms (notwithstanding that Redemption Unwind Costs is specified as applicable in the applicable Final Terms), (i) where the Final Redemption Amount or the Instalment Redemption Amount is determined after the basis on which redemption is calculated has been switched in accordance with any applicable Payoff Feature Condition, an amount, equal to such Certificate’s *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have

hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, all as calculated by the Calculation Agent in its sole discretion or (ii) where the basis on which redemption is calculated has not been switched in accordance with any applicable Payoff Feature Condition, zero (0).

- (b) subject to (a) above, if Redemption Unwind Costs is specified as applicable in the applicable Final Terms, (i) in the case of an Early Redemption Amount, an amount, equal to such Certificate's *pro rata* portion of the value (determined in the currency in which the Certificates are denominated) of any losses, expenses and costs to the relevant Issuer and/or any of its Affiliates who may have hedged the price risk of the Certificates and any loss of tax relief or other tax consequences of unwinding or adjusting any underlying or related swap agreement or other hedging arrangements, as calculated by the Calculation Agent in its sole discretion or (ii) in the case of a Final Redemption Amount or an Instalment Redemption Amount, zero (0);
- (c) if Redemption Unwind Costs and Payoff Feature Unwind Costs are each specified as not applicable in the applicable Final Terms, zero (0).

**Reference Price** means the percentage of the Nominal Amount of the Certificates as specified in the applicable Final Terms.

**Standard Redemption** has the meaning set out in Redemption Method Condition 2 (*Standard Redemption*).

**Standard Payoff Conditions** has the meaning set out in General Condition 19 (*Definitions*).

**Standard Redemption Payoff** means the relevant chapter of Part B of the Standard Payoff Conditions.

## 2 STANDARD REDEMPTION

If Standard Redemption is specified in the applicable Final Terms to be applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$\text{Reference Price} \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.

## 3 PERFORMANCE REDEMPTION

If Performance Redemption is specified in the applicable Final Terms to be applicable for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$(\text{Reference Price} + \text{Redemption Payoff}) \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.

## 4 GROWTH REDEMPTION

If Growth Redemption is specified in the applicable Final Terms to be applicable, for the purposes of a Redemption Determination Date in respect of the Final Redemption Amount, an Instalment Redemption Amount or an Early Redemption Amount, any such amount, as the case may be, will be equal to:

$$(\text{Reference Price} \times \text{Redemption Payoff}) \times \text{Nominal Amount} - \text{Redemption Unwind Costs}$$

as determined by the Calculation Agent on the Redemption Determination Date.



## DESCRIPTION OF THE PROPRIETARY INDICES

*This section sets out a description of the proprietary indices.*

### 1 INTRODUCTION

Crédit Agricole CIB (or any affiliate or subsidiary designated by it) operates and acts as calculation agent (the **Proprietary Index Calculation Agent**) in respect of three series of proprietary indices: the Crédit Agricole CIB Long Only Strategy Index Series (the **Long Only Strategy Proprietary Indices**), the Crédit Agricole CIB Steepening Strategy Index Series (the **Steepening Strategy Proprietary Indices**) and the Crédit Agricole CIB Momentum Strategy Index Series (the **Momentum Strategy Proprietary Indices**) (each index within such series, a **Proprietary Index** and, together, the **Proprietary Indices**). A description of each of these series is set out below (the **Index Description**). The Proprietary Indices are “price return” indices which measure the returns accrued from notionally investing in certain underlying futures contracts (based on the prices of such futures contracts), which reference government bonds.

### 2 LONG ONLY STRATEGY PROPRIETARY INDICES

#### 2.1 Purpose of the Long Only Strategy Proprietary Indices

Each Long Only Strategy Proprietary Index is intended to express the notional returns accruing to a hypothetical investor holding a long position in a futures contract referencing certain underlying government bonds, such futures contract stated to be the subject of that Long Only Strategy Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below (the **Long Only Strategy Underlying Constituent**). A “long position” means that the Long Only Strategy Proprietary Index benefits if the price of the Long Only Strategy Underlying Constituent increases and suffers if the price decreases. A Long Only Strategy Proprietary Index will therefore generate positive notional returns if the price of the Long Only Strategy Underlying Constituent increases and generate negative returns if the price of the Long Only Strategy Underlying Constituent decreases.

#### 2.2 Determination of the Long Only Strategy Proprietary Index Level

The Proprietary Index Calculation Agent will calculate the level of the Long Only Strategy Proprietary Index (the **Long Only Strategy Proprietary Index Level**) on each Index Business Day in accordance with the formula set out in paragraph 2.3 (*Formula relating to the Long Only Strategy Proprietary Index Level*) below. The Long Only Strategy Proprietary Index Level will be expressed as a number.

The Long Only Strategy Proprietary Index Level on any Index Business Day other than a Strategy Roll Date will be an amount equal to the sum of (i) the Long Only Strategy Proprietary Index Level on the immediately preceding Strategy Roll Date and (ii) the Closing Level of the Long Only Strategy Underlying Constituent on that Index Business Day minus the Closing Level of the same constituent (i.e. the futures contract that became the Long Only Strategy Underlying Constituent at the immediately preceding Roll) on the immediately preceding Strategy Roll Date.

The Long Only Strategy Proprietary Index Level on an Index Business Day which is also a Strategy Roll Date will be calculated in accordance with the process described above immediately before the Roll (as defined in paragraph 7 (*Rolling of the Proprietary Indices*) below) occurs.

#### 2.3 Formula relating to the Long Only Strategy Proprietary Index Level

**Long Only Strategy Proprietary Index Level** means, in relation to an Index Business Day<sub>t</sub>, and subject to paragraph 6 (*Disruption Events*) below of this Index Description, an amount calculated by the Proprietary Index Calculation Agent in accordance with the following formula:

$$\text{Index}_{k,t} = \text{Index}_k + (S_{k,t} - S_k)$$

where:

**Index<sub>k,t</sub>** means the Long Only Strategy Proprietary Index Level on Index Business Day<sub>t</sub>;

**Index<sub>k</sub>** means the Long Only Strategy Proprietary Index Level on Strategy Roll Date<sub>k</sub>;

**S<sub>k</sub>** means the Closing Level of the Long Only Strategy Underlying Constituent on Strategy Roll Date<sub>k</sub> (for the avoidance of doubt, this is the futures contract that became the new Long Only Strategy Underlying Constituent at the Roll in respect of Strategy Roll Date<sub>k</sub>);

**S<sub>k,t</sub>** means the Closing Level of the Long Only Strategy Underlying Constituent on Index Business Day<sub>t</sub>; and

**Strategy Roll Date<sub>k</sub>** means, in relation to an Index Business Day<sub>t</sub>, the Strategy Roll Date immediately preceding such Index Business Day<sub>t</sub>.

### 3 STEEPENING STRATEGY PROPRIETARY INDICES

#### 3.1 Purpose of the Steepening Strategy Proprietary Indices

Each Steepening Strategy Proprietary Index is intended to take advantage of a steepening of the yield curve for a relevant government bond. The yield curve at any time reflects the range of yields that investors in a particular government's debt may expect to receive on their investments over a range of terms to maturity. The natural shape of the yield curve is generally considered to be upwards sloping, reflecting the relatively higher yields that an investor in longer term government bonds would generally expect to receive in exchange for investing capital for longer periods of time. A steepening yield curve indicates that the difference between the yields available for longer dated bonds and shorter dated bonds is widening. Conversely, a flattening yield curve indicates that the difference between longer dated bonds and shorter dated bonds is narrowing.

Each Steepening Strategy Proprietary Index seeks to reflect the performance of a notional portfolio consisting of futures contracts referencing a short duration and a long duration government bond. The portfolio is constructed so that the strategy takes a notional "short position" in the long duration futures contract and a notional "long position" in the short duration futures contract. A short position means that the strategy benefits if the price of the relevant futures contract decreases, and suffers if the price increases. Conversely, a "long position" means that the strategy benefits if the price of the relevant futures contract increases and suffers if the price decreases. More specifically, each Steepening Strategy Proprietary Index is intended to track (i) the notional returns accruing to a hypothetical investor holding a short position in a futures contract referencing a government bond of long duration stated to be the subject of that Steepening Strategy Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below (the **Long Duration Steepening Strategy Underlying Constituent**) and (ii) the notional returns accruing to a hypothetical investor holding a long position in a futures contract referencing a government bond of short duration stated to be the subject of that Steepening Strategy Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below (the **Short Duration Steepening Strategy Underlying Constituent** and, together with the Long Duration Steepening Strategy Underlying Constituent, the **Steepening Strategy Underlying Constituents**) multiplied by a duration factor, which is adjusted quarterly so as to ensure a duration neutral position (the **Duration Factor**). The level of a Steepening Strategy Proprietary Index is expected to increase if the yield curve for the relevant government bonds which are referenced by the Steepening Strategy Underlying Constituents steepens and decrease if the yield curve for the relevant government bonds which are referenced by the Steepening Strategy Underlying Constituents flattens.

#### 3.2 Rebalancing of the Steepening Strategy Proprietary Indices

On each Strategy Roll Date the Duration Factor is recalculated as the ratio of the duration of the Long Duration Steepening Strategy Underlying Constituent divided by the duration of the Short Duration Steepening Strategy Underlying Constituent. The duration of each Steepening Strategy Underlying Constituent is a measure of the

sensitivity of the Steepening Strategy Underlying Constituents to a change in interest rates of one basis point, as calculated by the Proprietary Index Calculation Agent.

### 3.3 Determination of the Steepening Strategy Proprietary Index Level

The Proprietary Index Calculation Agent will calculate the level of the Steepening Strategy Proprietary Index (the **Steepening Strategy Proprietary Index Level**) on each Index Business Day in accordance with the formula set out in paragraph 3.4 (*Formula relating to the Steepening Strategy Proprietary Index Level*) below. The Steepening Strategy Proprietary Index Level will be expressed as a number.

The Steepening Strategy Proprietary Index Level on any Index Business Day other than a Strategy Roll Date will be an amount equal to:

- (i) the Steepening Strategy Proprietary Index Level on the immediately preceding Strategy Roll Date, minus
- (ii) the Closing Level of the Long Duration Underlying Constituent on that Index Business Day minus the Closing Level of the same constituent (i.e. the futures contract that became the Long Duration Underlying Constituent at the immediately preceding Roll) on the immediately preceding Strategy Roll Date, plus
- (iii) the product of (A) the Duration Factor on the immediately preceding Strategy Roll Date, and (B) the Closing Level of the Short Duration Underlying Constituent on that Index Business Day minus the Closing Level of the same constituent (i.e. the futures contract that became the Short Duration Underlying Constituent at the immediately preceding Roll) on the immediately preceding Strategy Roll Date.

The Steepening Strategy Proprietary Index Level on an Index Business Day which is also a Strategy Roll Date will be calculated in accordance with the process described above immediately before the Roll (as defined in paragraph 7 (*Rolling of the Proprietary Indices*) below) occurs (and so will be calculated using the futures contracts and Duration Factor which are applicable immediately before the Roll is effected).

### 3.4 Formula relating to the Steepening Strategy Proprietary Index Level

**Steepening Strategy Proprietary Index Level** means, in relation to an Index Business Day<sub>t</sub>, and subject to paragraph 6 (*Disruption Events*) below of this Index Description, an amount calculated by the Proprietary Index Calculation Agent in accordance with the following formula:

$$\text{Index}_{k,t} = \text{Index}_k - (S_{1k,t} - S_{1k}) + (\text{Duration Factor}_k \times (S_{2k,t} - S_{2k}))$$

where:

**Index<sub>k,t</sub>** means the Steepening Strategy Proprietary Index Level on Index Business Day<sub>t</sub>;

**Index<sub>k</sub>** means the Steepening Strategy Proprietary Index Level on Strategy Roll Date<sub>k</sub>;

**S<sub>1k</sub>** means the Closing Level of the Long Duration Underlying Constituent on Strategy Roll Date<sub>k</sub> (for the avoidance of doubt, this is the futures contract that became the new Long Duration Underlying Constituent at the Roll in respect of Strategy Roll Date<sub>k</sub>);

**S<sub>1k,t</sub>** means the Closing Level of the Long Duration Underlying Constituent on Index Business Day<sub>t</sub>;

**S<sub>2k</sub>** means the Closing Level of the Short Duration Underlying Constituent on Strategy Roll Date<sub>k</sub> (for the avoidance of doubt, this is the futures contract that became the new Long Duration Underlying Constituent at the Roll in respect of Strategy Roll Date<sub>k</sub>);

**S<sub>2k,t</sub>** means the Closing Level of the Short Duration Underlying Constituent on Index Business Day<sub>t</sub>;

**Strategy Roll Date<sub>k</sub>** means, in relation to an Index Business Day<sub>t</sub>, the Strategy Roll Date immediately preceding such Index Business Day<sub>t</sub>; and

**Duration Factor<sub>k</sub>** means, in respect of a Strategy Roll Date<sub>k</sub>:

$$\frac{S1_{durationk}}{S2_{durationk}}$$

where:

**S1<sub>durationk</sub>** means the Duration of the futures contract that became the Long Duration Underlying Constituent immediately following the Roll on Strategy Roll Date<sub>k</sub>;

**S2<sub>durationk</sub>** means the Duration of the futures contract that became the Short Duration Underlying Constituent immediately following the Roll on Strategy Roll Date<sub>k</sub>; and

**Duration** means the sensitivity of an Underlying Constituent to a change in interest rates of one basis point, as calculated by the Proprietary Index Calculation Agent based on the interest rate sensitivity of that bond among the deliverable bonds specified for the Underlying Constituent which is the cheapest-to-deliver at the time of determination and that bond's conversion factor.

#### 4 MOMENTUM STRATEGY PROPRIETARY INDICES

##### 4.1 Purpose of the Momentum Strategy Proprietary Indices

Each Momentum Strategy Proprietary Index is intended to identify and capitalise on existing trends in the market for certain government bonds. More specifically, each Momentum Strategy seeks to track the notional returns accruing to a hypothetical investor holding either a long or a short position in a futures contract which references certain underlying government bonds, stated to be the subject of that Momentum Strategy Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below (the **Momentum Strategy Underlying Constituent**) and rebalancing the exposure to the Momentum Strategy Underlying Constituent from short to long and vice versa, depending on certain momentum indicators on certain dates.

A “short position” in a Momentum Strategy Underlying Constituent means a position that benefits if the price of that Momentum Strategy Underlying Constituent decreases, and suffers if the price increases. Conversely, a “long position” in a Momentum Strategy Underlying Constituent means strategy position that benefits if the price of that Momentum Strategy Underlying Constituent increases and suffers if the price decreases. Whether the Momentum Strategy takes a long position or a short position in a Momentum Strategy Underlying Constituent will depend on:

- (i) the difference from time to time between (A) the Short Term Average (as defined below); and (B) the Long Term Average (as defined below); or
- (ii) the difference from time to time between (A) the Positive Directional Indicator (as defined below); and (B) the Negative Directional Indicator (as defined below).

A Momentum Strategy Proprietary Index will generate positive notional returns if (a) the price of the Momentum Strategy Underlying Constituent in respect of which the Momentum Strategy Proprietary Index has a long position (i.e. a positive Exposure as defined below) increases or (b) the price of the Momentum Strategy Underlying Constituent in respect of which the Momentum Strategy has a short position (i.e. a negative Exposure) decreases.

##### 4.2 Rebalancing of the Momentum Strategy Proprietary Indices

The exposure to the Momentum Strategy Underlying Constituent (the **Exposure**) will be rebalanced (from long to short Exposure or alternatively from short to long Exposure) on each Index Business Day upon the occurrence of a Momentum Strategy Rebalancing Event (as defined below) as determined by the Proprietary Index Calculation Agent. A **Momentum Strategy Rebalancing Event** will be deemed to occur in respect of an Index Business Day if:

- (i) (A) the Short Term Average is greater than or equal to the Long Term Average on that Index Business Day; and (B) on the immediately preceding Index Business Day the Short Term Average was less than the Long Term Average; or
- (ii) (A) the Short Term Average is less than the Long Term Average on that Index Business Day; and (B) on the immediately preceding Index Business Day the Short Term Average was greater than or equal to the Long Term Average; or
- (iii) (A) the Positive Directional Indicator is greater than or equal to the Negative Directional Indicator on that Index Business Day; and (B) on the immediately preceding Index Business Day the Positive Directional Indicator was less than the Negative Directional Indicator; or
- (iv) (A) the Positive Directional Indicator is less than the Negative Directional Indicator on that Index Business Day; and (B) on the immediately preceding Index Business Day the Positive Directional Indicator was greater than or equal to the Negative Directional Indicator.

The Index Business Day immediately after the Index Business Day in respect of which a Momentum Strategy Rebalancing Event occurs shall be a **Momentum Strategy Rebalancing Date**.

On a Momentum Strategy Rebalancing Date the Exposure will be adjusted as follows:

- (i) if the Short Term Average is greater than or equal to the Long Term Average on the day in respect of which the Momentum Strategy Rebalancing Event occurred, the Exposure from (but excluding) that Momentum Strategy Rebalancing Date to (and including) the next following Momentum Strategy Rebalancing Date will be +100 per cent.;
- (ii) if the Short Term Average is less than the Long Term Average on the Index Business Day in respect of which the Momentum Strategy Rebalancing Event occurred, the Exposure from (but excluding) that Momentum Strategy Rebalancing Date to (and including) the next following Momentum Strategy Rebalancing Date will be -100 per cent.;
- (iii) if the Positive Directional Indicator is greater than or equal to the Negative Directional Indicator on the Index Business Day in respect of which the Momentum Strategy Rebalancing Event occurred, the Exposure from (but excluding) that Momentum Strategy Rebalancing Date to (and including) the next following Momentum Strategy Rebalancing Date will be +100 per cent.; and
- (iv) if the Positive Directional Indicator is less than the Negative Directional Indicator on the Index Business Day in respect of which the Momentum Strategy Rebalancing Event occurred, the Exposure from (but excluding) that Momentum Strategy Rebalancing Date to (and including) the next following Momentum Strategy Rebalancing Date will be -100 per cent.

#### 4.3 **Determination of the Momentum Strategy Proprietary Index Level**

The Proprietary Index Calculation Agent will calculate the level of the Momentum Strategy Proprietary Index (the **Momentum Strategy Proprietary Index Level**) on each Index Business Day in accordance with the formulae set out in paragraph 4.4 (*Formulae relating to the Momentum Strategy Proprietary Index Level*) below. The Momentum Strategy Proprietary Index Level will be expressed as a number.

The Momentum Strategy Proprietary Index Level on any Index Business Day which is not a Momentum Strategy Rebalancing Date or a Strategy Roll Date (together, a **Rebalancing Date**) will be an amount equal to:

- (i) the Momentum Strategy Proprietary Index Level on the immediately preceding Rebalancing Date; plus
- (ii) the product of (A) the Exposure applicable from (but excluding) the immediately preceding Momentum Strategy Rebalancing Date, and (B) the Closing Level of the Momentum Strategy Underlying Constituent

on that Index Business Day minus the Closing Level of the Momentum Strategy Underlying Constituent on the immediately preceding Rebalancing Date (and, for the avoidance of doubt, if the preceding Rebalancing Date was a Strategy Roll Date, the constituent is the new futures contract that became the Momentum Strategy Underlying Constituent at the Roll on that Strategy Roll Date).

The Momentum Strategy Proprietary Index Level on an Index Business Day which is also a Momentum Strategy Rebalancing Date will be calculated in accordance with the process described above immediately before the change to the Exposure.

The Momentum Strategy Proprietary Index Level on an Index Business Day which is also a Strategy Roll Date will be calculated in accordance with the process described above immediately before the Roll (as defined in paragraph 7 (*Rolling of the Proprietary Indices*) below) occurs.

#### 4.4 Formulae relating to the Momentum Strategy Proprietary Index Level

- (i) **Momentum Strategy Proprietary Index Level** means, in relation to Index Business Day<sub>t</sub>, and subject to paragraph 6 (*Disruption Events*) of this Index Description, an amount calculated by the Proprietary Index Calculation Agent in accordance with the following formula:

$$\text{Index}_{k,t} = \text{Index}_k + E_k \times (S_{k,t} - S_k)$$

where:

**Index<sub>k,t</sub>** means the Momentum Strategy Proprietary Index Level on Index Business Day<sub>t</sub>;

**Index<sub>k</sub>** means the Momentum Strategy Proprietary Index Level on Rebalancing Date<sub>k</sub>;

**S<sub>k</sub>** means the Closing Level of the Momentum Strategy Underlying Constituent on Rebalancing Date<sub>k</sub> (and, for the avoidance of doubt, if Rebalancing Date<sub>k</sub> was a Strategy Roll Date, this is the futures contract that became the new Momentum Strategy Underlying Constituent at the Roll on that Strategy Roll Date<sub>k</sub>);

**S<sub>k,t</sub>** means the Closing Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**E<sub>k</sub>** means the Exposure to the Momentum Strategy Underlying Constituent applicable on Rebalancing Date<sub>k</sub> determined in accordance with paragraph 4.2 (*Rebalancing of the Momentum Strategy Proprietary Indices*) above; and

**Rebalancing Date<sub>k</sub>** means, in relation to an Index Business Day<sub>t</sub>, the Rebalancing Date immediately preceding such Index Business Day<sub>t</sub>.

- (ii) **Short Term Average** means, in relation to Index Business Day<sub>t</sub>, an amount calculated by the Proprietary Index Calculation Agent as the average of the Closing Levels of the Momentum Strategy Underlying Constituent calculated over a period of n Index Business Days ending on that Index Business Day<sub>t</sub>, in accordance with the following formula:

$$\text{Short Term Average}_t = \frac{1}{n} \times \left( \sum_{i=t-n+1}^t UC_i \right)$$

where:

**n** is the number of Index Business Days in the Short Term Window ending on Index Business Day<sub>t</sub>;

**UC<sub>i</sub>** is the Closing Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>i</sub>; and

**Short Term Window** means the Short Term Window (specified for such Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below).

- (iii) **Long Term Average** means, in relation to Index Business Day<sub>t</sub>, an amount calculated by the Proprietary Index Calculation Agent as the average of the Closing Levels of the Momentum Strategy Underlying Constituent calculated over a period of m Index Business Days ending on that Index Business Day<sub>t</sub>, in accordance with the following formula:

$$\text{Long Term Average}_t = \frac{1}{m} \times \left( \sum_{i=t-m+1}^t UC_i \right)$$

where:

**m** is the number of Index Business Days in the Long Term Window ending on Index Business Day<sub>t</sub>;

**UC<sub>i</sub>** is the Closing Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>i</sub>; and

**Long Term Window** means the Long Term Window (specified for such Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below).

- (iv) **Positive Directional Indicator (DI<sub>n+</sub>)** means, in relation to Index Business Day<sub>t</sub>, an amount calculated by the Proprietary Index Calculation Agent as the Exponential Moving Average (as defined below) of DM<sub>t+</sub> divided by the Exponential Moving Average of the True Range over the Directional Movement Window ending on Index Business Day<sub>t</sub>, in accordance with the following formula:

$$DI_{n,t} = \text{Exponential Moving Average (DM}_{t+}, n) / \text{Exponential Moving Average (True Range, n)}$$

where;

$$DM_{t+} = \begin{cases} M_{t+}, & \text{IF } M_{t+} > M_{t-} \text{ AND } M_{t+} > 0 \\ 0, & \text{IF } M_{t+} < M_{t-} \text{ OR } M_{t+} < 0 \end{cases}$$

$$M_{t+} = UChigh_t - UChigh_{t-1}$$

$$M_{t-} = UClow_t - UClow_{t-1}$$

**UChigh<sub>t</sub>** is the Highest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**UChigh<sub>t-1</sub>** is the Highest Level of the Momentum Strategy Underlying Constituent on the Index Business Day immediately preceding Index Business Day<sub>t</sub>;

**Highest Level** for the above purposes means, in respect of any day, the "high" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day;

**UClow<sub>t</sub>** is the Lowest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**UClow<sub>t-1</sub>** is the Lowest Level of the Momentum Strategy Underlying Constituent on the Index Business Day immediately preceding Index Business Day<sub>t</sub>;

**Lowest Level** for the above purposes means, in respect of any day, the "low" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day;

**n** is the number of Index Business Days in the Directional Movement Window ending on Index Business Day<sub>t</sub>; and

**Directional Movement Window** means the Directional Movement Window specified for such Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below.

- (v) **Negative Directional Indicator (DI<sub>n-</sub>)** means, in relation to Index Business Day<sub>t</sub>, an amount calculated by the Proprietary Index Calculation Agent as the Exponential Moving Average (as defined below) of DM<sub>t-</sub>

divided by the Exponential Moving Average of the True Range over the Directional Movement Window ending on Index Business Day<sub>t</sub> in accordance with the following formula:

$$DI_{n,t} = \text{Exponential Moving Average (DM}_{t^{-}, n}) / \text{Exponential Moving Average (True Range, n)}$$

where:

$$DM_{t^{-}} = \begin{cases} 0, & \text{IF } M_{t^{-}} < M_{t^{+}} \text{ OR } M_{t^{-}} < 0 \\ M_{t^{-}}, & \text{IF } M_{t^{-}} > M_{t^{+}} \text{ OR } M_{t^{-}} > 0 \end{cases}$$

$$M_{t^{+}} = U\text{High}_{t} - U\text{High}_{t-1}$$

$$M_{t^{-}} = U\text{Low}_{t} - U\text{Low}_{t-1}$$

**UHigh<sub>t</sub>** is the Highest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**UHigh<sub>t-1</sub>** is the Highest Level of the Momentum Strategy Underlying Constituent on the Index Business Day immediately preceding Index Business Day<sub>t</sub>;

**Highest Level** for the above purposes means, in respect of any day, the "high" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day;

**ULow<sub>t</sub>** is the Lowest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**ULow<sub>t-1</sub>** is the Lowest Level of the Momentum Strategy Underlying Constituent on the Index Business Day immediately preceding Index Business Day<sub>t</sub>;

**Lowest Level** for the above purposes means, in respect of any day, the "low" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day;

**n** is the number of Index Business Days in the Directional Movement Window ending on Index Business Day<sub>t</sub>; and

**Directional Movement Window** means the Directional Movement Window specified for such Proprietary Index in the tables in paragraph 9 (*Proprietary Index Information*) below.

- (vi) **True Range** means, in relation to Index Business Day<sub>t</sub>, an amount calculated by the Proprietary Index Calculation Agent in accordance with the following formula:

$$\text{True Range}_{t} = \text{Max} [\text{Abs} (U\text{High}_{t} - U\text{Low}_{t}); \text{Abs} (U\text{High}_{t} - UC_{t-1}); \text{Abs} (U\text{Low}_{t} - UC_{t-1})]$$

where:

**Abs** means, in respect of any number within a set of brackets, the absolute value of that number;

**UHigh<sub>t</sub>** is the Highest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**Highest Level** means, in respect of any day, the "high" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day;

**ULow<sub>t</sub>** is the Lowest Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>;

**Lowest Level** means, in respect of any day, the "low" level published by the Price Source in respect of the Momentum Strategy Underlying Constituent in respect of such day; and

**UC<sub>t</sub>** is the Closing Level of the Momentum Strategy Underlying Constituent on Index Business Day<sub>t</sub>.

- (vii) **Exponential Moving Average** means, in relation to a variable (X), an amount calculated by the Proprietary Index Calculation Agent in accordance with the following formula:



$$\text{EMA}(X,t) = (X,t) \times \text{Exponent} + \text{EMA}(X, t-1) \times (1 - \text{Exponent})$$

where:

**EMA (X,t)** means the Exponential Moving Average in relation to variable X on Index Business Day;

**Exponent** means  $2 / (n + 1)$ ; and

**n** means the number of Index Business Days in the moving period over which EMA is to be calculated.

## 5 DEFINITIONS

In this Index Description:

**Change in Law** means:

- (a) due to:
- (i) the adoption of, or any change in, any applicable law, regulation or rule (including, without limitation, any tax law); or
  - (ii) the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law, rule, regulation or order (including, without limitation, as implemented by the U.S. Commodity and Futures Trading Commission or any exchange or trading facility),

in either case, the Proprietary Index Calculation Agent determines in good faith that (x) it is contrary to such law, rule, regulation or order for any market participants that are brokers or financial intermediaries (individually or collectively) to hold, acquire or dispose of (in whole or in part) any Underlying Constituent of the relevant Proprietary Index, any transaction referencing the Underlying Constituent or any component of the Underlying Constituent or, (y) holding a position in any Underlying Constituent of the relevant Proprietary Index, any transaction referencing the Underlying Constituent or any component of the Underlying Constituent is (or, but for the consequent disposal or termination thereof, would otherwise be) in excess of any allowable position limit(s) applicable to any market participants that are brokers or financial intermediaries (individually or collectively) under any such law, rule, regulation in relation to such Underlying Constituent, transaction referencing the Underlying Constituent or component of the Underlying Constituent traded on any exchange(s) or other trading facility (including, without limitation, any relevant exchange); or

- (b) the occurrence or existence of any:
- (i) suspension or limitation imposed on trading futures contracts (relating to any Underlying Constituent, any transaction referencing the Underlying Constituent or any component of the Underlying Constituent) including without limitation, commodities futures contracts; or
  - (ii) any other event that causes trading in futures contracts (relating to any Underlying Constituent, any transaction referencing the Underlying Constituent or any component of the Underlying Constituent) to cease including without limitation, commodities futures contracts;

**Closing Level** in respect of an Underlying Constituent, has the meaning set out in the tables in paragraph 9 (*Proprietary Index Information*) below (which shall include such successor or replacement term used by an Underlying Constituent Sponsor, as determined by the Proprietary Index Calculation Agent acting in good faith) subject to paragraph 6 (*Disruption Events*) below of this Index Description;

**Currency** means, in respect of a Proprietary Index, the Currency of the Index or any Underlying Constituent Currency;

**Currency of the Index** means, in respect of a Proprietary Index, the currency specified as the Currency of the Index in the table for such Proprietary Index in paragraph 9 (*Proprietary Index Information*) below;

**Disrupted Day** means, in respect of an Index Business Day, the occurrence or existence of a Proprietary Index Market Disruption Event in respect of an Underlying Constituent for such Index Business Day;

**Force Majeure Event** means an event or circumstance (including, without limitation, a systems failure, fire, building evacuation, natural or man-made disaster, act of God, armed conflict, act of terrorism, act of state, riot or labour disruption or any similar intervening circumstance) that affects the ability of the Proprietary Index Calculation Agent to calculate or determine the Proprietary Index and which is beyond the reasonable control of the Proprietary Index Calculation Agent;

**FX Disruption Event** means

- (a) an event in relation to the Currency of the Index (and, where any Underlying Constituent Currency is different from the Currency of the Index, any such Underlying Constituent Currency) which the Proprietary Index Calculation Agent determines has the effect of preventing, restricting or delaying:
  - (i) the convertibility of the Underlying Constituent Currency into the Currency of the Index through customary legal channels; or
  - (ii) the convertibility of the Underlying Constituent Currency into the Currency of the Index at a rate at least as favourable as the rate for domestic institutions located in the country whose lawful currency is the Underlying Constituent Currency (for the purposes of this definition, the **Relevant Country**); or
  - (iii) the delivery of the Underlying Constituent Currency from accounts inside the Relevant Country to accounts outside the Relevant Country; or
  - (iv) the delivery of the Underlying Constituent Currency between accounts inside the Relevant Country or to a party that is a non-resident of the Relevant Country; or
- (b) the imposition by the Relevant Country (or any political or regulatory authority thereof) of any capital controls, or the publication of any notice of an intention to do so, which the Proprietary Index Calculation Agent determines is likely to materially affect one or more market participants' ability to obtain reliable spot exchange rate(s) for the Underlying Constituent Currency from a recognised financial source; or
- (c) the implementation by the Relevant Country (or any political or regulatory authority thereof) or the publication of any notice of an intention to implement any changes to the laws or regulations relating to foreign investment in the Relevant Country (including, but not limited to, changes in tax laws and/or laws relating to capital markets and corporate ownership), which the Proprietary Index Calculation Agent determines are likely to materially affect the ability of one or more market participants to obtain reliable spot exchange rate(s) for the Underlying Constituent Currency from a recognised financial information source;

**Hedging Disruption Event** means, in respect of a Proprietary Index, that the Proprietary Index Calculation Agent or any of its affiliates or subsidiaries that are engaged in any underlying or hedging transactions in respect of obligations incurred by such entity (the **Hedging Entity**) in relation to investments linked to one or more Proprietary Indices is unable, after using commercially reasonable efforts, either to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) that the Hedging Entity deems necessary to hedge the price risk of entering into or performing its obligations with respect to investments linked to one or more Proprietary Indices; or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s);

**Inconvertibility Event** means any event which the Proprietary Index Calculation Agent determines affects the convertibility of any Underlying Constituent Currency into the Currency of the Index on any date and/or at any relevant time;

**Increased Cost of Hedging Event** means, in respect of a Proprietary Index, that the Hedging Entity in relation to investments linked to one or more Proprietary Indices would incur a materially increased (as compared with circumstances existing on the date that the underlying or hedging transaction was entered into) amount of tax, duty, expense or fee (other than brokerage commissions) either 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 entering into or performing its obligations with respect to investments linked to one or more Proprietary Indices; 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 Hedging Entity shall not be deemed to be an Increased Cost of Hedging Event;

**Index Business Day** means, in respect of a Proprietary Index, the index business days specified as such in the table for such Proprietary Index in paragraph 9 (*Proprietary Index Information*) below, subject to adjustment in accordance with paragraph 6 (*Disruption Events*) below of this Index Description;

**Index Start Date** means, in respect of a Proprietary Index, the date specified as such in the table for such Proprietary Index in paragraph 9 (*Proprietary Index Information*) below;

**Index Start Level** means, in respect of a Proprietary Index, the level specified as such in the table for such Proprietary Index in paragraph 9 (*Proprietary Index Information*) below;

**New York Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in New York City;

**Price Source** means, in respect of an Underlying Constituent, the source specified in the tables in paragraph 9 (*Proprietary Index Information*) below (which shall include such replacement services or pages as determined by the Proprietary Index Calculation Agent, acting in good faith), or such other price source for an Underlying Constituent that the Index Calculation Agent may select;

**Proprietary Index Level** means a Long Only Strategy Proprietary Index Level, a Steepening Strategy Proprietary Index Level or a Momentum Strategy Proprietary Index Level, as applicable;

**Proprietary Index Market Disruption Event** means, in respect of an Index Business Day, any of the following events occurs:

- (a) the occurrence or existence of an Inconvertibility Event or FX Disruption Event that the Proprietary Index Calculation Agent determines is material; or
- (b) in respect of an Underlying Constituent, (A) the failure by the Price Source to announce or publish the relevant prices required to calculate the Proprietary Index Level in respect of that Underlying Constituent, or (B) the temporary or permanent discontinuance or unavailability of the Price Source;

**Strategy Roll Date** has the meaning set out in paragraph 7 (*Rolling of the Proprietary Indices*) below;

**TARGET2** means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system;

**TARGET Day** means any day on which TARGET2 is open for the settlement of payments in euro;

**Underlying Constituent** means a Long Only Strategy Underlying Constituent, a Steepening Strategy Underlying Constituent or a Momentum Strategy Underlying Constituent, as applicable, as set out in in the table for the relevant Proprietary Index in paragraph 9 (*Proprietary Index Information*) below; and

**Underlying Constituent Currency** means, in respect of any Proprietary Index and Underlying Constituent, the currency in which such Underlying Constituent (or any asset or reference basis used for calculating such Underlying Constituent) is denominated, quoted or with which it is most closely connected, as determined by the Proprietary Index Calculation Agent.

## 6 DISRUPTION EVENTS

### 6.1 Proprietary Index Market Disruption Events

If any Index Business Day (including a Strategy Roll Date) of a Proprietary Index is a Disrupted Day for any Underlying Constituent (each such Underlying Constituent, an **Affected Constituent**), the Proprietary Index Calculation Agent, acting in good faith and a commercially reasonable manner, may (but is not obliged to) either:

- (i) calculate and publish its good faith estimate of the Proprietary Index Level for such Index Business Day, using its good faith estimate of the level of the Affected Constituent(s) or any other variable relevant to the calculation of the Proprietary Index Level; or
- (ii) not calculate the Proprietary Index Level for such Index Business Day and suspend the calculation and publication of the Proprietary Index Level until the first succeeding Index Business Day which is not a Disrupted Day for any Underlying Constituent of the Proprietary Index. The relevant Disrupted Day will not be an Index Business Day for the purposes of the Proprietary Index if the Proprietary Index Calculation Agent makes a determination pursuant to this paragraph (ii).

If an Inconvertibility Event or FX Disruption Event (that the Proprietary Index Calculation Agent determines is material) occurs on any Index Business Day in respect of a Currency relevant to an Index, the Proprietary Index Calculation Agent may (but is not obliged to) adjust any variable relevant to calculation of the Proprietary Index Level on such Index Business Day that it deems appropriate.

### 6.2 Extraordinary Events

If a Force Majeure Event occurs on an Index Business Day, the Proprietary Index Calculation Agent, acting in good faith and a commercially reasonable manner, may (but is not obliged to):

- (i) calculate and publish its good faith estimate of the Proprietary Index Level for any such Index Business Day; and/or
- (ii) make such amendments to the terms of the rules governing a Proprietary Index as it considers appropriate to determine the Proprietary Index Level on any such Index Business Day; and/or
- (iii) not calculate the Proprietary Index Level for any such Business Day and suspend the calculation and publication of the Proprietary Index Level until the next Index Business Day on which it determines that no Force Majeure Event exists; and/or
- (iv) permanently cease to calculate and publish the Proprietary Index Level.

If the Proprietary Index Calculation Agent, acting in good faith and a commercially reasonable manner, determines that a Hedging Disruption Event or an Increased Cost of Hedging Event has occurred or exists on an Index Business Day, the Proprietary Index Calculation Agent may (but is not obliged to):

- (i) calculate and publish its good faith estimate of the Proprietary Index Level for any such Index Business Day; and/or
- (ii) make such amendments to the terms of the rules governing a Proprietary Index as it considers appropriate to determine the Proprietary Index Level on any such Index Business Day; and/or
- (iii) not calculate the Proprietary Index Level for any such Business Day and suspend the calculation and publication of the Proprietary Index Level until the next Index Business Day on which it determines that no Hedging Disruption Event or Increased Cost of Hedging Event (as applicable) exists; and/or
- (iv) permanently cease to calculate and publish the Proprietary Index Level.

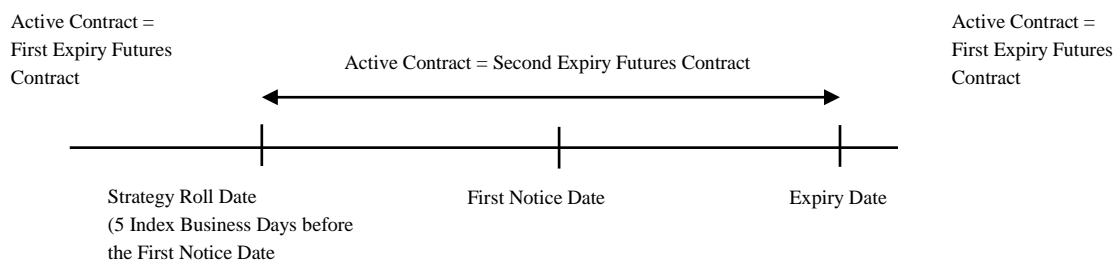
If the Currency of the Index relevant to a Proprietary Index is lawfully eliminated, converted, redenominates or exchanges into a new currency (**Successor Currency**) then such Currency of the Index affected by such elimination, conversion, redenomination or exchange shall be deemed replaced by such Successor Currency with effect from a date determined by the Proprietary Index Calculation Agent who may make such adjustment to the rules governing the Proprietary Index, as it determines in good faith to account for such event.

If in respect of a Proprietary Index, at any time, the licence granted (if required) to the Proprietary Index Calculation Agent (or its affiliates) to use any Underlying Constituent for the purposes of the Proprietary Index terminates, or the Proprietary Index Calculation Agent's rights to use the Underlying Constituent for the purpose of the Proprietary Index is otherwise disputed, impaired or ceases (for any reason), the Proprietary Index Calculation Agent may remove such Underlying Constituent from the Proprietary Index or replace such Underlying Constituent and may make such adjustments to the rules governing the Proprietary Index, each as it determines in good faith to be appropriate to account for such event on such dates as selected by the Proprietary Index Calculation Agent.

Without prejudice to the ability of the Proprietary Index Calculation Agent to amend the rules governing the Proprietary Index, the Proprietary Index Calculation Agent may in respect of a Proprietary Index, acting in good faith and in a commercially reasonable manner exclude or substitute any Underlying Constituent following the occurrence (and/or continuation) of a Change in Law, and if it excludes or substitutes any Underlying Constituent, then the Proprietary Index Calculation Agent may adjust the rules governing the Proprietary Index as it determines in good faith to be appropriate to account for such exclusion or substitution on such date(s) selected by the Proprietary Index Calculation Agent.

## 7 ROLLING OF THE PROPRIETARY INDICES

Each futures contract which forms the Underlying Constituent for a Proprietary Index is "rolled" quarterly on the 5<sup>th</sup> Index Business Day before the First Notice Date of the First Expiry Futures Contract (such date, the **Strategy Roll Date**). On each Strategy Roll Date the existing futures position in the First Expiry Futures Contract is liquidated and an equivalent position is entered into in the Second Expiry Futures Contract, with a notional value equal to that previously invested in the First Expiry Futures Contract, effective from the Index Business Day after the Strategy Roll Date (each such reinvestment, a **Roll**). This means that in the period from (but excluding) the Strategy Roll Date to the Expiry Date of the First Expiry Futures Contract, the Active Contract for the Underlying Constituent for a Proprietary Index is the Second Expiry Futures Contract. On the Expiry Date of the First Expiry Futures Contract, the Second Expiry Futures Contract (which the strategy position has already moved into) becomes the First Expiry Futures Contract, as set out in the following timeline:



where:

**Active Contract** means, in respect of a Proprietary Index, the futures contract in which the Proprietary Index is currently invested;

**Expiry Date** means, in respect of a futures contract, the date on which that contract expires;

**First Expiry Futures Contract** means, at any time, the futures contract closest to expiry;

**First Notice Date** means the first day, varying by contract and exchange on which the contract trades, on which notices of intent to deliver actual financial instruments against futures are authorised; and

**Second Expiry Futures Contract** means, at any time, the futures contract second closest to expiry.

## 8 PUBLICATION OF PROPRIETARY INDEX LEVELS

Subject to any Market Disruption Events and Extraordinary Events, in respect of each Proprietary Index, the Proprietary Index Calculation Agent shall calculate Proprietary Index Level and publish it (in a manner determined by the Proprietary Index Calculation Agent from time to time) in respect of each Index Business Day. All Proprietary Index Levels are rounded to 2 decimal places before being published and calculated in the Currency of the Index.

## 9 PROPRIETARY INDEX INFORMATION

The following tables set out information for the Long Only Strategy Proprietary Indices:

Name of Proprietary Index	CACIB Index OAT Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	16/04/2012
Index Start Level	100
Underlying Constituent(s)	Long Term French Government Bond Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: OATA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index BUND Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	02/01/2008
Index Start Level	100
Underlying Constituent(s)	Long-Term Euro Bund Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: RXA Comdty

## Description of the Proprietary Indices

Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
---------------	--

Name of Proprietary Index	CACIB Index BTP Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	15/09/2009
Index Start Level	100
Underlying Constituent(s)	Long-Term Euro-BTP Future Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: IKA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index UST2 Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	USD
Index Business Days	New York Business Days
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent(s)	2Yr US Treasury Note Active Contract
Underlying Constituent Sponsor	CBT – Chicago Board of Trade
Price Source	Bloomberg: TUA Comdty
Closing Level	Daily settlement price determined in accordance with the Treasury Futures Daily Settlement Procedure of the Underlying Constituent Sponsor for Globex trading or the closing price published on Bloomberg

## Description of the Proprietary Indices

Name of Proprietary Index	CACIB Index UST10 Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	USD
Index Business Days	New York Business Days
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent(s)	10 Yr US Treasury Note Active Contract
Underlying Constituent Sponsor	CBT – Chicago Board of Trade
Price Source	Bloomberg: TYA Comdty
Closing Level	Daily settlement price determined in accordance with the Treasury Futures Daily Settlement Procedure of the Underlying Constituent Sponsor for Globex trading or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index Schatz Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent(s)	Short-Term Euro Schatz Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: DUA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index Bobl Long Only Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	01/01/2008
Index Start Level	100



Underlying Constituent(s)	Medium-Term Euro Bobl Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: OEA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

The following tables set out information for the Steepening Strategy Proprietary Indices:

Name of Proprietary Index	CACIB Index French Treasury 10-5 Steepening Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Long Duration Underlying Constituent	Long-Term French Government Bond Active Contract (OATA Comdty (10Y OAT))
Short Duration Underlying Constituent	Medium-Term French Government Bond Active Contract (BTAA Comdty (5Y OAT))
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent Sponsor	Eurex
Price Source	Long Duration Underlying Constituent - Bloomberg: OATA Comdty Short Duration Underlying Constituent – Bloomberg: BTAA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index German Treasury 10-2 Steepening Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Long Duration Underlying	Long-Term Euro Bund Active Contract

## Description of the Proprietary Indices

Constituent	(RXA Comdty (BUND))
Short Duration Underlying Constituent	Short-Term Euro Schatz Active Contract (DUA Comdty (Schatz))
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent Sponsor	Eurex
Price Source	Long Duration Underlying Constituent - Bloomberg: RXA Comdty Short Duration Underlying Constituent – Bloomberg: DUA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index German Treasury 10-5 Steepening Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Long Duration Underlying Constituent	Long-Term Euro Bund Active Contract (RXA Comdty (BUND))
Short Duration Underlying Constituent	Medium-Term Euro Bobl Active Contract (OEA Comdty (Bobl))
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent Sponsor	Eurex
Price Source	Long Duration Underlying Constituent - Bloomberg: RXA Comdty Short Duration Underlying Constituent – Bloomberg: OEA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index German Treasury 5-2 Steepening Strategy
Bloomberg Ticker	As specified in the applicable Final Terms

## Description of the Proprietary Indices

Currency of the Index	EUR
Index Business Days	TARGET Days
Long Duration Underlying Constituent	Medium-Term Euro Bobl Active Contract (OEA Comdty (Bobl))
Short Duration Underlying Constituent	Short-Term Euro Schatz Active Contract (DUA Comdty (Schatz))
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent Sponsor	Eurex
Price Source	Long Duration Underlying Constituent - Bloomberg: OEA Comdty Short Duration Underlying Constituent – Bloomberg: DUA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg

Name of Proprietary Index	CACIB Index US Treasury 10-2 Steepening Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	USD
Index Business Days	New York Business Days
Long Duration Underlying Constituent	10Yr US Treasury Note Active Contract (TYA Comdty (10Y))
Short Duration Underlying Constituent	2Yr US Treasury Note Active Contract (TUA Comdty (2Y))
Index Start Date	01/01/2008
Index Start Level	100
Underlying Constituent Sponsor	CBT – Chicago Board of Trade
Price Source	Long Duration Underlying Constituent - Bloomberg: TYA Comdty (10Y) Short Duration Underlying Constituent – Bloomberg: TUA Comdty (2Y)
Closing Level	Daily settlement price determined in accordance with the Treasury Futures Daily Settlement Procedure of the Underlying Constituent Sponsor for Globex trading or the closing price

	published on Bloomberg
--	------------------------

The following tables set out information for the Momentum Strategy Proprietary Indices:

Name of Proprietary Index	CACIB Index OAT Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	02/05/2012
Index Start Level	100
Underlying Constituent(s)	Long-Term French Government Bond Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: OATA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

Name of Proprietary Index	CACIB Index BUND Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	29/01/2008
Index Start Level	100
Underlying Constituent(s)	Long-Term Euro Bund Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: RXA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

## Description of the Proprietary Indices

Name of Proprietary Index	CACIB Index BTP Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	12/10/2009
Index Start Level	100
Underlying Constituent(s)	Long-Term Euro-BTP Future Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: IKA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

Name of Proprietary Index	CACIB Index UST2 Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	USD
Index Business Days	New York Business Days
Index Start Date	28/01/2008
Index Start Level	100
Underlying Constituent(s)	2Yr US Treasury Note Active Contract
Underlying Constituent Sponsor	CBT – Chicago Board of Trade
Price Source	Bloomberg: TUA Comdty
Closing Level	Daily settlement price determined in accordance with the Treasury Futures Daily Settlement Procedure of the Underlying Constituent Sponsor for Globex trading or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

Name of Proprietary Index	CACIB Index UST10 Momentum Strategy
---------------------------	-------------------------------------

## Description of the Proprietary Indices

Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	USD
Index Business Days	New York Business Days
Index Start Date	28/01/2008
Index Start Level	100
Underlying Constituent(s)	10Yr US Treasury Note Active Contract
Underlying Constituent Sponsor	CBT – Chicago Board of Trade
Price Source	Bloomberg: TYA Comdty
Closing Level	Daily settlement price determined in accordance with the Treasury Futures Daily Settlement Procedure of the Underlying Constituent Sponsor for Globex trading or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

Name of Proprietary Index	CACIB Index Schatz Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR
Index Business Days	TARGET Days
Index Start Date	28/01/2008
Index Start Level	100
Underlying Constituent(s)	Short-Term Euro Schatz Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: DUA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

Name of Proprietary Index	CACIB Index Bobl Momentum Strategy
Bloomberg Ticker	As specified in the applicable Final Terms
Currency of the Index	EUR

## Description of the Proprietary Indices

Index Business Days	TARGET Days
Index Start Date	28/01/2008
Index Start Level	100
Underlying Constituent(s)	Medium-Term Euro Bobl Active Contract
Underlying Constituent Sponsor	Eurex
Price Source	Bloomberg: OEA Comdty
Closing Level	Daily Settlement Price (as defined and determined by the Underlying Constituent Sponsor) or the closing price published on Bloomberg
Short Term Window	12 calendar days
Long Term Window	26 calendar days
Directional Movement Window	14 calendar days

## **USE OF PROCEEDS**

*This section sets out what the proceeds from the sale of Certificates will be used for.*

The net proceeds from each issue of Certificates will be applied by each of the Issuers for the general corporate purposes of the Crédit Agricole Corporate and Investment Bank group of companies which include making a profit. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.



## FORM OF GUARANTEE

*This section sets out the final Form of the Guarantee given by Crédit Agricole Corporate and Investment Bank in favour of the Certificateholders.*

## DEED OF GUARANTEE

**THIS GUARANTEE** is made by way of deed on \_\_\_ July 2013 by Crédit Agricole Corporate and Investment Bank, a limited liability company incorporated in France as a “*société anonyme*” governed by a Board of Directors, with a share capital of EUR 6,055,504,839, having its registered office at 9, quai du Président Paul Doumer, 92920 Paris La Défense Cedex, France, registered at the “*Registre du Commerce et des Sociétés de Nanterre*” under number SIREN 304 187 701 (the **Guarantor**) in favour of the holders for the time being of the Certificates (as defined below) (the **Certificateholders**).

### WHEREAS:

- (A) Crédit Agricole Corporate and Investment Bank, Crédit Agricole CIB Financial Products (Guernsey) Limited, Crédit Agricole CIB Finance (Guernsey) Limited and Crédit Agricole CIB Financial Solutions (together the **Issuers** and each an **Issuer**) and the agents named therein have entered into a master certificate agreement (the **Master Certificate Agreement**, which expression includes the same as it may be amended, supplemented or restated from time to time) dated 8 July 2013 in connection with a Certificates Programme under which, *inter alia*, each Issuer proposes from time to time to issue Certificates (the **Certificates**), such expression to include each Definitive Certificate issued by the Issuer and each Global Certificate issued by the Issuer (where **Definitive Certificate**, and **Global Certificate** have the meanings ascribed thereto in the Conditions (as defined below));
- (B) Terms defined in the Terms and Conditions of the Certificates as contained in Schedule 4 and 5, respectively, to the Master Certificate Agreement, as completed, amended and/or supplemented in the case of any Series of Certificates, by the applicable Final Terms, (the **Conditions**) shall have the same meaning when used in this Guarantee; and
- (C) This Guarantee replaces, as from the date of this Guarantee, the Guarantee of Crédit Agricole Corporate and Investment Bank dated 16 May 2012 which, for the avoidance of doubt, remains in full force and effect for all Certificates issued prior to the date of this Guarantee.

### NOW THIS DEED WITNESSES as follows:

- (1) **Guarantee:** The Guarantor irrevocably and unconditionally guarantees by way of deed poll to each Certificateholder that, if for any reason, an Issuer does not pay any sum payable by it to such Certificateholder in respect of any Certificate or, in the event that any Physical Settlement Amounts (as defined in Credit Linked Condition 4 (*Physical Settlement*)) fail to be delivered under the Conditions, fail to pay and deliver such Physical Delivery Amounts, as the case may be, (including any premium or any other amounts of whatever nature or additional amounts which may become payable under any of the foregoing) as and when the same shall become due under any of the foregoing, the Guarantor will within 14 (fourteen) Business Days after receipt of written notice pay to such Certificateholder the amount payable by the relevant Issuer to such Certificateholder, or deliver any Physical Delivery Amounts to be paid and/or delivered in accordance with the Conditions by the Issuer to such Certificateholder. This Deed of Guarantee shall apply to all Certificates issued on or after the date of this Guarantee and all references herein to Certificates shall be construed accordingly.
- (2) **Guarantor as Principal Debtor:** Without affecting the relevant Issuer's obligations, the Guarantor will be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor (including (a) any time, indulgence, waiver or consent at any time given to the Issuer or any other person, (b) any amendment to any Certificate or to any Certificate or other guarantee or

indemnity, (c) the making or absence of any demand on the relevant Issuer or any other person for payment or performance of any other obligation in respect of any Certificate, (d) the enforcement or absence of enforcement of any Certificate or of any Certificate or other guarantee or indemnity, (e) the release of any such Certificate, guarantee or indemnity, (f) the dissolution, amalgamation, reconstruction or reorganisation of the relevant Issuer or any other person or (g) the illegality, invalidity or unenforceability of or any defect in any provision of any Certificate or any of the relevant Issuer's obligations under any of them).

- (3) **Guarantor's Obligations Continuing:** The Guarantor's obligations under this Deed of Guarantee are and will remain in full force and effect by way of continuing Certificate until no sum remains payable or any asset deliverable under any Certificate. Furthermore, these obligations of the Guarantor are additional to, and not instead of, any Certificate or other guarantee or indemnity at any time existing in favour of a Certificateholder, whether from the Guarantor or otherwise. The Guarantor irrevocably waives all notices and demands whatsoever.
- (4) **Repayment to the Issuer:** If any payment or any asset received by a Certificateholder is, on the subsequent liquidation or insolvency of the relevant Issuer, avoided under any laws relating to liquidation or insolvency, such payment or delivery of such asset will not be considered as having discharged or diminished the liability of the Guarantor and this Deed of Guarantee will continue to apply as if such payment or obligation to deliver such asset had at all times remained owing by the relevant Issuer.
- (5) **Indemnity:** As a separate and alternative stipulation, the Guarantor unconditionally and irrevocably agrees that any sum or obligation expressed to be payable or deliverable by the relevant Issuer under any Certificate but which is for any reason (whether or not now known or becoming known to the relevant Issuer, the Guarantor or any Certificateholder) not recoverable from the Guarantor on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal debtor or obligor and will be paid or performed by it to the Certificateholder within 14 (fourteen) Business Days after receipt of written notice. This indemnity constitutes a separate and independent obligation from the other obligations in this Guarantee, gives rise to a separate and independent cause of action and will apply irrespective of any indulgence granted by any Certificateholder.
- (6) **Status of Guarantee:** This Guarantee will constitute a direct, unconditional, irrevocable, unsecured and general obligation of the Guarantor and ranks (save for statutorily preferred exceptions) *pari passu* with any other existing or future unsecured and unsubordinated obligations of the Guarantor.
- (7) **Incorporation of Conditions:** So long as any of the Certificates remains outstanding (as defined in the Master Certificate Agreement) the Guarantor will comply with the provisions applicable to it in the Conditions of the Certificates as though the same were set out in full herein.
- (8) **Power to execute:** The Guarantor hereby warrants, represents and covenants with each Certificateholder that it has all corporate power, and has taken all necessary corporate or other steps, to enable it to execute, deliver and perform this Guarantee, and that this Guarantee constitutes a legal, valid and binding obligation of the Guarantor in accordance with its terms.
- (9) **Deposit of Guarantee:** This Guarantee shall take effect as a Deed Poll for the benefit of the Certificateholders from time to time and for the time being. This Guarantee shall be deposited with and held by CACEIS Bank Luxembourg, for the benefit of the Certificateholders until all the obligations of the Guarantor have been discharged in full.
- (10) **Production of Guarantee:** The Guarantor hereby acknowledges the right of every Certificateholder to the production of, and the right of every Certificateholder to obtain (upon payment of a reasonable charge) a copy of, this Guarantee, and further acknowledges and covenants that the obligations binding upon it contained herein are owed to, and shall be for the account of, each and every Certificateholder, and that each Certificateholder shall be entitled severally to enforce the said obligations against the Guarantor.
- (11) **Subrogation:** Until all amounts which may be payable or any other obligation which may be owing under the Certificates have been irrevocably paid or performed in full, the Guarantor shall not by virtue of this Guarantee be

subrogated to any rights of any Certificateholder or claim in competition with the Certificateholders against the relevant Issuer.

- (12) **Contracts (Rights of Third Parties) Act 1999:** No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available apart from that Act.
- (13) **Governing Law and Jurisdiction:** This Guarantee and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law. The Guarantor and each Certificateholder agrees that the English courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Guarantee and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Guarantee shall be brought in such courts.
- (14) **Process Agent:** The Guarantor hereby appoints Crédit Agricole Corporate and Investment Bank, London branch, at its registered office for the time being in England (being presently at Broadwalk House, 5 Appold Street, London EC2A 2DA) as its agent for service of process in England in respect of any Proceedings and undertakes that in the event of it ceasing so to act it will appoint another person as its agent for that purpose.

This Guarantee has been duly delivered as a deed on behalf of the Guarantor on the day and year first above mentioned.

Executed as a deed by )  
**CRÉDIT AGRICOLE CORPORATE AND** )  
**INVESTMENT BANK** )  
 acting by ..... )  
 acting under the authority )  
 of that company )  
 in the presence of: ) .....

Witness's Signature: .....

Name: .....

Address: .....

Dated: \_\_\_ July 2013

## DESCRIPTION OF THE ISSUERS

*This section sets out a description of the Issuers.*

### **Description of Crédit Agricole Corporate and Investment Bank**

Information on Crédit Agricole Corporate and Investment Bank (**Crédit Agricole CIB**) is set out in Crédit Agricole Corporate and Investment Bank's Registration Document 2012 incorporated herein by reference (see "Documents Incorporated by Reference").

Crédit Agricole CIB is a limited liability company incorporated in France as a “*société anonyme*” and having its domicile in France.

The authorised and issued fully paid up share capital of Crédit Agricole Corporate and Investment Bank is €7,254,575,271 divided into 268,687,973 ordinary shares with a par value of €27 each.

At the date of this Base Prospectus there are no conflicts of interest between any duties to Crédit Agricole CIB of the members of the Board of Directors and their private interests and/or other duties.

To the best of its knowledge and belief, Crédit Agricole CIB complies with the corporate governance regime of France.

The objects of Crédit Agricole CIB as set out in Article 3 of its Articles of Association include the power, in France and abroad:

- to enter into any banking transactions and any finance transactions, and more particularly:
  - to receive funds, grant loans, advances, credit, financing, guarantees, to undertake collection, payment, recoveries,
  - to provide advisory services in financial matters, and especially in matters of financing, indebtedness, subscription, issues, investment, acquisitions, transfers, mergers and restructurings,
  - to provide custodial, management, purchasing, sales, exchange, brokerage and arbitrage services with respect to all and any stocks, equity rights, financial products, derivatives, currencies, commodities, precious metals and in general all and any other securities of all kinds,
- to provide all and any investment services and related services as defined by the French Monetary and Financial Code and any subsequent legislation or regulation deriving therefrom,
- to establish and to participate in any ventures, associations, corporations, by way of subscription, purchase of shares or equity rights, merger or in any other way,
- to enter into transactions, either commercial or industrial, relating to securities or real estate, directly or indirectly related to any or all of the above purposes or to any similar or connected purposes,
- the foregoing, both on its own behalf and on behalf of third parties or as a partner and in any form whatsoever.

**Selected Financial Information**

The following table shows Crédit Agricole CIB's selected financial information as at and for the period ending 31 December 2012:

<i>Euros Millions</i>	31/12/2012	31/12/2011
Total Balance Sheet	905,290	826,004
Fund for general banking risks	—	—
Minority interests	536	559
Shareholders equity (Group Share) and shareholder advances	15,131	15,567
<b>Total (a) + (b) + (c)</b>	<b>15,667</b>	<b>16,126</b>
Net income for year	(378)	680
Net banking income	4,061	5,309
Gross operating income	722	1,847
Group Share	(389)	682
Minority interests	11	(2)

**Description of Credit Agricole CIB Financial Products (Guernsey) Limited****Information relating to Crédit Agricole CIB Financial Products (Guernsey) Limited**

Crédit Agricole CIB Financial Products (Guernsey) Limited (**Crédit Agricole CIB FP**) was incorporated on 8 December 1995 in the form of a company limited by shares in accordance with the laws of Guernsey. Crédit Agricole CIB FP is domiciled in Guernsey.

Crédit Agricole CIB FP's registered office is located at Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 4NA. Crédit Agricole CIB FP's telephone number is +44(0) 1481 737 637. Crédit Agricole CIB FP was incorporated under The Companies (Guernsey) Law, 1994 and is registered at the Register of Companies in Guernsey under registered number 30322.

The objects of Crédit Agricole CIB FP as set out in section 3 of its Memorandum of Incorporation include the power to carry on business as a finance company, to borrow or raise money by the issue of financial instruments of whatsoever nature and to receive money on deposit or loan or to secure or guarantee the payment of sums of money, to lend or advance money on such terms as may seem expedient and to enter into guarantees, contracts, indemnities and suretyships in respect of associated companies.

**Organisational Structure/Major Shareholders**

Crédit Agricole CIB Capital Markets International S.A., incorporated in France, is the immediate parent company of Crédit Agricole CIB FP with 99.9 per cent. shares. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole Corporate and Investment Bank. Crédit Agricole Corporate and Investment Bank, incorporated in France, owns 100 per cent shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FP. Crédit Agricole CIB FP has no subsidiaries and is dependent on Crédit Agricole CIB.

## Share Capital

The authorised and issued fully paid up share capital of Crédit Agricole CIB FP is € 15,250 divided into 100,000 ordinary shares of € 0.1525 each.

## Business Overview/Principal Activities/Principal Markets

Crédit Agricole CIB FP carries on business as a finance company, issuing certificates and other financial instruments.

## Selected Financial Information

The following table shows Crédit Agricole CIB FP's selected financial information as at and for the period ending 31 December 2012:

<i>Euros Thousands</i>	31/12/2012	31/12/2011
Total Balance Sheet	5,470,558	5,904,140
Net result	-	2
Share capital	15	15
Result carried forward	15	13

## Administration and Management

The Board of Directors of Crédit Agricole CIB FP consists of the following members:

<b>Name</b>	<b>Function</b>	<b>Principal activities outside of Crédit Agricole CIB FP</b>
Robert H. FEARIS:	Director	Qualified accountant - FCCA Managing Director of Praxis Fiduciaries Limited, a regulated fiduciary service provider and director of various entities managed by Praxis Fiduciaries Limited
David E. HEARSE:	Director	Deputy Managing Director of Praxis Fiduciaries Limited, a regulated fiduciary service provider and director of various entities managed by Praxis Fiduciaries Limited
Paul MILLELIRI:	Director	Head of financial transactions of Crédit Agricole CIB
Jeffrey WILKES-GREEN:	Alternate Officer: Director	FCCA Accountant and Director within numerous entities controlled by Praxis Fiduciaries

<b>Name</b>	<b>Function</b>	<b>Principal activities outside of Crédit Agricole CIB FP</b>
		Limited
David PIESING:	Alternate Officer: Director	Director within numerous entities controlled by Praxis Fiduciaries Limited
Emmanuel BAPT:	Director	Global Head – Global Equity & Fund Derivatives of Crédit Agricole CIB
Etienne BUR:	Director	Deputy Head – Global Equity & Fund Derivatives of Crédit Agricole CIB
Romuald ORANGE:	Director	Global Chief Operating Officer – Global Equity & Fund Derivatives of Crédit Agricole CIB

The business address of members of the Board of Directors is Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 4NA for the local Directors and 9/25, quai du Président Paul Doumer, 92920 Paris La Défense for Paris Directors.

As at the date of this Base Prospectus there are no conflicts of interest between any duties to Crédit Agricole CIB FP of the members of the Board of Directors and their private interests and/or other duties.

To the best of its knowledge and belief, Crédit Agricole CIB FP complies with the corporate governance regime of Guernsey.

### **General Meetings of Shareholders**

The requirement for the Company to hold an AGM under section 201 of The Companies (Guernsey) Law 2008 (the Law) was waived effective 28 November 2008 until such time as the Shareholders rescind the effect of this waiver resolution under section 201 (3) of the Law. Any General Meeting convened by the Board unless its time has been fixed by the Company in General Meeting or unless convened pursuant to a requisition, may be postponed by the Board by notice in writing.

### **Audit Committee**

Crédit Agricole CIB FP does not have an audit committee.

### **Description of Credit Agricole CIB Finance (Guernsey) Limited**

#### **Information relating to Crédit Agricole CIB Finance (Guernsey) Limited**

Crédit Agricole CIB Finance (Guernsey) Limited (**Crédit Agricole CIB FG**) was incorporated on 10 April 1992 in the form of a company limited by shares in accordance with the laws of Guernsey. Crédit Agricole CIB FP is domiciled in Guernsey.

Crédit Agricole CIB FG's registered office is located at Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 4NA. Crédit Agricole CIB FG's telephone number is +44(0) 1481 737 637. Crédit Agricole CIB FG was incorporated under The Companies (Guernsey) Law, 1908 to 1990 and is registered at the Register of Companies in Guernsey under registered number 25271.

The objects of Crédit Agricole CIB FG as set out in section 3 of its Memorandum of Incorporation include the power to carry on business as a finance company, to borrow or raise money by the issue of financial instruments of whatsoever nature and to receive money on deposit or loan or to secure or guarantee the payment of sums of money, to lend or advance money on such terms as may seem expedient and to enter into guarantees, contracts, indemnities and suretyships in respect of associated companies.

### Organisational Structure/Major Shareholders

Crédit Agricole CIB Capital Markets International S.A., incorporated in France, is the immediate parent company of Crédit Agricole CIB FG with 99.9 per cent. shares. Crédit Agricole CIB Capital Markets International S.A. has merged with Crédit Agricole Corporate and Investment Bank. Crédit Agricole Corporate and Investment Bank, incorporated in France, owns 100 per cent. shares in Crédit Agricole CIB Capital Markets International S.A. and therefore ultimately controls Crédit Agricole CIB FG. Crédit Agricole CIB FG has no subsidiaries and is dependent on Crédit Agricole CIB.

### Share Capital

The authorised and issued fully paid up share capital of Crédit Agricole CIB FG is € 15,250 divided into 100,000 ordinary shares of € 0.1525 each.

### Business Overview/Principal Activities/Principal Markets

Crédit Agricole CIB FG carries on business as a finance company, issuing certificates and other financial instruments.

### Selected Financial Information

The following table shows Crédit Agricole CIB FG's selected financial information as at and for the period ending 31 December 2012:

<i>Euros Thousands</i>	31/12/2012	31/12/2011
Total Balance Sheet	5,666,242	5,434,175
Net result	1	4
Share capital	15	15
Result carried forward	10	6

### Administration and Management

The Board of Directors of Crédit Agricole CIB FG consists of the following members:

<b>Name</b>	<b>Function</b>	<b>Principal activities outside of Crédit Agricole CIB FG</b>
David HEARSE:	Director	Deputy Managing Director of Praxis Fiduciaries Limited, a regulated fiduciary service provider and director of various entities managed by Praxis Fiduciaries Limited.
Christine LEFORT:	Director	Global Head of Forex and Research & Development - Crédit Agricole CIB



		Description of the Issuers
Martine BOUTINET:	Director	Fixed Income Markets Rates-Global Head of Sales - Crédit Agricole CIB
Robert H. FEARIS:	Director	Qualified accountant - FCCA Managing Director of Praxis Fiduciaries Limited, a regulated fiduciary service provider and director of various entities managed by Praxis Fiduciaries Limited.
Philippe HUGER:	Director	Chief Operating Officer Commodities
Samy BEJI:	Director	Global Co-Head of IRD, Credit and Cross-asset derivatives Structuring
Mariano GOLDFISCHER:	Director	Managing Director Global Head of Credit Trading
Regis BENICHOU:	Director	Global Head of Corporate and Investor Derivatitves Structuring of Crédit Agricole CIB
Paul MILLELIRI:	Director	Head of financial transactions of Crédit Agricole CIB
Jeffrey WILKES- GREEN:	Alternate Officer: Director	FCCA Accountant and Director within numerous entities controlled by Praxis Fiduciaries Limited
David PIESING:	Alternate Officer: Director	Director within numerous entities controlled by Praxis Fiduciaries Limited

The business address of members of the Board of Directors is Sarnia House, Le Truchot, St Peter Port, Guernsey, GY1 4NA for the local Directors and 9/25, quai du Président Paul Doumer, 92920 Paris La Défense for Paris Directors.

As at the date of this Base Prospectus there are no conflicts of interest between any duties to Crédit Agricole CIB FG of the members of the Board of Directors and their private interests and/or other duties.

To the best of its knowledge and belief, Crédit Agricole CIB FG complies with the corporate governance regime of Guernsey.

### **General Meetings of Shareholders**

The requirement for the Company to hold an AGM under section 201 of The Companies (Guernsey) Law 2008 (the **Law**) was waived effective 28 November 2008 until such time as the Shareholders rescind the effect of this waiver resolution under section 201(3) of the Law. Any General Meeting convened by the Board unless its time has been fixed by the Company in General Meeting or unless convened pursuant to a requisition, may be postponed by the Board by notice in writing.

### **Audit Committee**

Crédit Agricole CIB FG does not have an audit committee.

### **Description of Credit Agricole CIB Financial Solutions**

#### **Information relating to Crédit Agricole CIB Financial Solutions**

Crédit Agricole CIB Financial Solutions (Crédit Agricole CIB FS) is a limited liability company incorporated on 30 December 2003 under the laws of the Republic of France as a "*société anonyme*" governed by a Board of Directors registered at the Registre du Commerce et des Société Nanterre under the reference SIRET 45142804900014 and having its domicile in France. Its registered office is at 9 quai du Président Paul Doumer, 92920 Paris La Défense Cedex, Paris, France. Crédit Agricole CIB FS's telephone number is +33 (0) 1 41 89 65 66.

The objects of Crédit Agricole CIB FS as set out in Article 3 of its Articles of Association include the power to borrow funds by way of issue of securities and financial instruments of any nature, whether guaranteed or not, to purchase, manage and sell any security and financial instrument, to engage in any cash management and financing transaction with associated companies, to engage in any transaction involving financial instruments (including financial futures) traded on any organised market or over-the-counter, to participate directly or indirectly in any transactions connected with its object by way of the creation or acquisition of new companies, capital contribution or subscription, purchase or securities or company share, merger or otherwise.

### **Organisational Structure / Major shareholders**

Crédit Agricole Corporate and Investment Bank incorporated in France, is the immediate parent company of Crédit Agricole CIB FS with 100 per cent. shares and therefore controls Crédit Agricole CIB FS. Crédit Agricole CIB FS has no subsidiaries and is dependent on Crédit Agricole CIB.

### **Share Capital**

The authorised and issued fully paid up share capital of Crédit Agricole CIB FS is € 225.000 divided into 2.500 ordinary shares of €90 each.

### **Business Overview/Principal Activities/Principal Markets**

Crédit Agricole CIB FS carries on business as a finance company, issuing certificates and other financial instruments.

### **Selected Financial Information**

The following table shows Crédit Agricole CIB FS's selected financial information as at and for the period ending 31 December 2012:

<i>Euros</i>	31/12/2012	31/12/2011
Total Balance Sheet	1,464,389,378	1,900,781,453
Net result	1,128	(17,078)
Share capital	225,000	225,000
Result carried forward	26,336	(9,258)

### **Administration and Management**

The Board of Directors of Crédit Agricole CIB FS consists of the following members:

<b>Name</b>	<b>Function</b>	<b>Principal activities outside of Crédit Agricole CIB FS</b>
Emmanuel BAPT:	Chairman of the Board of Directors	Global Head – Global Equity & Fund Derivatives of Crédit Agricole CIB

		Description of the Issuers
Société INDOSUEZ PARTICIPATIONS SA, represented by M. Paul MILLELIRI:	Director	Non applicable
Romual ORANGE:	Director	Global Chief Operating Officer – Global Equity & Fund Derivatives of Crédit Agricole CIB
Etienne BUR:	Director	Deputy Head – Global Equity & Fund Derivatives of Crédit Agricole CIB
Saoussen PARANT:	Director	Chief Operating Officer Credit and Rate of Crédit Agricole CIB
Martine BOUTINET:	Director	Fixed Income Markets Rates-Global Head of Sales – Crédit Agricole CIB
Regis BENICHOU:	Director	Global Head of Corporate and Investor Derivatitves Structuring of Crédit Agricole CIB

The business address of members of the Board of Directors is 9/25, quai du Président Paul Doumer, 92920 Paris La Défense for the Paris Directors.

As at the date of this Base Prospectus there are no conflicts of interest between any duties to Crédit Agricole CIB FS of the members of the Board of Directors and their private interests and/or other duties.

To the best of its knowledge and belief, Crédit Agricole CIB FS complies with the corporate governance regime of France.

### **General Meetings of Shareholders**

General meetings shall be held once at least in each calendar year. Any General Meeting convened by the Board unless its time has been fixed by the Company in General Meeting or unless convened pursuant to a requisition, may be postponed by the Board by notice in writing.

### **Audit Committee**

Crédit Agricole CIB FS does not have an audit committee.

## **RECENT DEVELOPMENTS**

*This section sets out recent developments with respect to the Issuers.*

As of May 6 2013, Crédit Agricole CIB and Kepler Capital Markets (Kepler) are pleased to announce the legal closing has taken place for Kepler to acquire Crédit Agricole Cheuvreux (CA Cheuvreux). This news follows on from the announcement on 17 July 2012 of ‘exclusive negotiations’ between Crédit Agricole CIB and Kepler.

## NOTICE TO PURCHASERS AND HOLDERS OF CERTIFICATES AND TRANSFER RESTRICTIONS

*This section sets out transfer restrictions in respect of Certificates.*

As a result of the following restrictions, purchasers of Certificates in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Certificates.

Each purchaser of Certificates or an interest therein will, by its purchase of such Certificates, be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A, Regulation S or the Conditions are used herein as defined therein):

- (i) that either: (a) in the case of the issue or transfer of a Certificate to or for a person who takes delivery in the form of Certificates represented by a Rule 144A Global Certificate, it is a QIB, and if a U.S. person, a QP, purchasing (or holding) the Certificates for its own account or for the account of one or more QIBs and it is aware, and each beneficial owner of such Certificates has been advised, that any sale to it is being made in reliance on Rule 144A or (b) in the case of the issue or transfer of a Certificate to or for a person who takes delivery in the form of Certificates represented by a Regulation S Global Certificate or a Permanent Global Certificate, it is outside the United States and is not a U.S. person;
- (ii) that in issuing a Certificate linked to any Underlying, the relevant Issuer is not making, and has not made any representations whatsoever as to the Underlying or any information contained in any document filed by the issuer or sponsor of such Underlying (if any) with any exchange or with any governmental entity regulating the purchase and sale of securities or a Certificate linked to any Underlying;
- (iii) that the Issuer and any affiliate of the relevant Issuer may, whether by virtue of the types of relationships described above or otherwise, at the date hereof or at any time hereafter be in possession of information in relation to the issuer or sponsor of any Underlying (if any) which is or may be material in the context of an issue of Certificates linked to such Underlying and which is not or may not be known to the general public or any Certificateholder. Certificates linked to any Underlying do not create any obligation on the part of the relevant Issuer or any affiliate of the relevant Issuer to disclose to any Certificateholder any such relationship or information (whether or not confidential) and neither the relevant Issuer nor any other affiliate of the relevant Issuer shall be liable to any Certificateholder by reason of such non-disclosure. No such information had been used in the selection of any issuer or sponsor of such Underlying (if any) for any Certificates linked to any Underlying;
- (iv) that the relevant Issuer and any affiliate of the relevant Issuer may have existing or future business relationships with the issuer or sponsor of any Underlying (if any) (including, but not limited to, lending, depository, risk management, advisory or banking relationships), and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect its or their interests arising therefrom without regard to the consequences for a Certificateholder of a Certificate linked to the issuer or sponsor of such Underlying (if any);
- (v) that the market value of Certificates linked to the issuer or sponsor of any Underlying (if any) may be adversely affected by movements in the value of the issuer or sponsor of such Underlying (if any) or in currency exchange rates;
- (vi) that the redemption amount in respect of any Certificate may be less than its issue price;
- (vii) that no Certificates are being offered and sold in a transaction involving a public offering in the United States within the meaning of the Securities Act, and that no Certificates have been or will be registered under the Securities Act or any applicable U.S. state securities laws and no Certificates may be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth herein;

(viii) that, unless it holds an interest in a Permanent Global Certificate (in which event the Certificates represented by such Permanent Global Certificate may only be transferred outside the United States to a non-U.S. person), if in the future it decides to resell, pledge or otherwise transfer the Certificates or any beneficial interests in the Certificates, it will do so, only (a) inside the United States to a person whom the seller reasonably believes is a QIB, and if a U.S. person, a QP, purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A or (b) outside the United States to a non-U.S. person in compliance with Regulation S;

(ix) it will, and will require each subsequent Certificateholder to, notify any purchaser of Certificates from it of the resale restrictions referred to in paragraph (viii) above, if then applicable;

(x) that Certificates initially offered in the United States to QIBs will be represented by a Rule 144A Global Certificate and that Certificates offered outside the United States in reliance on Regulation S will be represented by a Regulation S Global Certificate or a Permanent Global Certificate;

(xi) that Rule 144A Global Certificates will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER CERTIFICATES LAWS, AND MAY NOT BE OFFERED OR SOLD IN VIOLATION OF THE SECURITIES ACT OR SUCH OTHER CERTIFICATES LAWS.

THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE MAY NOT BE OFFERED, RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE MASTER SECURITY AGREEMENT REFERRED TO HEREIN AND OTHER THAN PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND SHALL BE DELIVERED TO EACH PERSON TO WHOM CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE ARE TRANSFERRED. THE ISSUER OF THIS RULE 144A GLOBAL CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). THE PURCHASER OF ANY CERTIFICATE REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE CERTIFICATES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY CERTIFICATE ONLY AS PROVIDED IN THE MASTER CERTIFICATE AGREEMENT REFERRED TO HEREIN OR THE FINAL TERMS ATTACHED HERETO.

THE HOLDER OF ANY CERTIFICATES AND THE HOLDER OF ANY BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE, AGREES BY ITS ACQUISITION HEREOF FOR THE BENEFIT OF THE RELEVANT ISSUER THAT ANY BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE MAY BE RESOLD OR OTHERWISE TRANSFERRED ONLY (1) TO A PERSON THAT IS NOT A "U.S. PERSON" (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND THAT IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; OR (2) TO A PERSON (A) THAT IS A "QUALIFIED INSTITUTIONAL BUYER" (A QIB) AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND A "QUALIFIED PURCHASER" (A QP) WITHIN THE MEANING OF SECTION 3(c)(7), AND AS DEFINED IN SECTION 2(a)(51)(A), OF THE 1940 ACT; (B) THAT IS NOT (i) A DEALER DESCRIBED IN RULE 144A(a)(1)(ii) THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN CERTIFICATES OF ISSUERS THAT ARE NOT AFFILIATED WITH THE DEALER, (ii) A PARTNERSHIP, COMMON TRUST FUND, SPECIAL TRUST, PENSION FUND, RETIREMENT PLAN OR OTHER ENTITY IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS OR PARTICIPANTS, AS THE CASE MAY BE, MAY

DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE OR THE ALLOCATION THEREOF, OR (iii) AN INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF WITH RESPECT TO ITS U.S. HOLDERS) AND FORMED ON OR PRIOR TO APRIL 30, 1996, THAT HAS NOT RECEIVED THE CONSENT OF EACH OF ITS BENEFICIAL OWNERS WITH RESPECT TO ITS TREATMENT AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(C) OF THE 1940 ACT AND THE RULES THEREUNDER; (C) THAT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE CERTIFICATES OR OTHER CERTIFICATES OF THE ISSUER UNLESS EACH OF ITS BENEFICIAL OWNERS IS BOTH A QIB AND A QP WHO WAS NOT SO FORMED; (D) THAT WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREE; (E) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE REQUIREMENTS OF CLAUSES (A) THROUGH (E); AND (3) THAT AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER ANY INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE TO ANY PERSON EXCEPT TO OR THROUGH THE ISSUER TO A PERSON THAT MEETS ALL OF THE REQUIREMENTS OF EITHER CLAUSE (1) OR (2) AND THAT AGREES NOT TO SUBSEQUENTLY TRANSFER ANY INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE EXCEPT IN ACCORDANCE WITH THIS CLAUSE (3). EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY RESALE OR OTHER TRANSFER OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. IF AT ANY TIME THE CERTIFICATE AGENT SUBSEQUENTLY DETERMINES OR IS SUBSEQUENTLY NOTIFIED BY THE RELEVANT ISSUER THAT THE HOLDER OF ANY INTEREST IN THE CERTIFICATES REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE WAS IN BREACH, AT THE TIME GIVEN, OF ANY REPRESENTATION OR AGREEMENT SET FORTH HEREIN OR IN ANY LETTER DELIVERED TO THE RELEVANT ISSUER, THE PURPORTED TRANSFER SHALL BE ABSOLUTELY NULL AND VOID AB INITIO AND SHALL VEST NO RIGHTS IN THE PURPORTED TRANSFEREE (SUCH PURPORTED TRANSFEREE, A "DISQUALIFIED TRANSFEREE") AND THE LAST PRECEDING HOLDER OF SUCH INTEREST THAT WAS NOT A DISQUALIFIED TRANSFEREE SHALL BE RESTORED TO ALL RIGHTS AS A HOLDER THEREOF RETROACTIVELY TO THE DATE OF SUCH TRANSFER OF SUCH INTEREST BY SUCH HOLDER; ALTERNATIVELY, THE ISSUER MAY REQUIRE ANY DISQUALIFIED TRANSFEREE TO SELL SUCH INTEREST TO THE RELEVANT ISSUER OR AN ENTITY DESIGNATED BY THE RELEVANT ISSUER THAT WOULD NOT BE A DISQUALIFIED TRANSFEREE.

THE PURCHASER IS NOT ACQUIRING THE CERTIFICATES, DIRECTLY OR INDIRECTLY, WITH ASSETS OF AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME CERTIFICATE ACT OF 1974, AS AMENDED ("ERISA"), AND SUBJECT TO TITLE I OF ERISA, , OR ANY "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED. ANY PURCHASER OR HOLDER OF THE CERTIFICATES, INCLUDING ANY FIDUCIARY CAUSING SUCH PURCHASER OR HOLDER TO ACQUIRE OR HOLD THE CERTIFICATES, AGREES TO INDEMNIFY AND HOLD HARMLESS THE ISSUER FROM ANY COST, DAMAGE OR LOSS INCURRED BY IT AS A RESULT OF THE FOREGOING REPRESENTATIONS BEING OR BECOMING UNTRUE. ANY TRANSFER OF THE CERTIFICATES IN VIOLATION OF THE FOREGOING REPRESENTATIONS WILL BE OF NO FORCE AND EFFECT, WILL BE VOID AB INITIO, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING

ANY INSTRUCTION TO THE CONTRARY TO THE ISSUER, THE SECURITY AGENT OR ANY INTERMEDIARY.

IF REQUESTED BY THE ISSUER OR BY A SECURITY AGENT, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THIS CERTIFICATE IS PERMISSIBLE UNDER THE SECURITIES ACT.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED CERTIFICATES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.”

(xiii) that Regulation S Global Certificate will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THE CERTIFICATES REPRESENTED BY THIS REGULATION S GLOBAL CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER CERTIFICATES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR SUCH OTHER CERTIFICATES LAWS IS AVAILABLE. THE ISSUER OF THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED. THE PURCHASER OF ANY CERTIFICATE REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE CERTIFICATES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY CERTIFICATE ONLY AS PROVIDED IN THE MASTER CERTIFICATE AGREEMENT REFERRED TO HEREIN OR THE FINAL TERMS ATTACHED HERETO.

THE CERTIFICATES REPRESENTED BY THIS REGULATION S GLOBAL CERTIFICATE MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED EXCEPT TO A PERSON WHO IS NOT A "U.S. PERSON" (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND WHO IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS REGULATION S GLOBAL CERTIFICATE SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY RESALE OR OTHER TRANSFER OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON WILL NOT BE RECOGNISED.

THE PURCHASER IS NOT ACQUIRING THE CERTIFICATES, DIRECTLY OR INDIRECTLY, WITH ASSETS OF AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME CERTIFICATE ACT OF 1974, AS AMENDED (“ERISA”), AND SUBJECT TO TITLE I OF ERISA, OR ANY “PLAN” SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND



OTHER TRANSFERS OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED CERTIFICATES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.”

(xiv) that Permanent Global Certificates will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THE CERTIFICATES REPRESENTED BY THIS PERMANENT GLOBAL CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER CERTIFICATES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR SUCH OTHER CERTIFICATES LAWS IS AVAILABLE.

THE ISSUER OF THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED. THE PURCHASER OF ANY CERTIFICATE REPRESENTED BY THIS RULE 144A GLOBAL CERTIFICATE ACKNOWLEDGES THE RESTRICTIONS ON THE TRANSFER OF THE CERTIFICATES SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER ANY CERTIFICATE ONLY AS PROVIDED IN THE MASTER CERTIFICATE AGREEMENT REFERRED TO HEREIN OR THE FINAL TERMS ATTACHED HERETO. THE CERTIFICATES REPRESENTED BY THIS PERMANENT GLOBAL CERTIFICATE MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED EXCEPT TO A PERSON WHO IS NOT A "U.S. PERSON" (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT) AND WHO IS ACQUIRING THE CERTIFICATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT. EACH HOLDER OF A BENEFICIAL INTEREST IN THE CERTIFICATES REPRESENTED BY THIS PERMANENT GLOBAL CERTIFICATE SHALL BE DEEMED TO HAVE REPRESENTED WITH RESPECT TO ITSELF AND EACH ACCOUNT FOR WHICH IT IS PURCHASING THAT IT AND EACH SUCH ACCOUNT SATISFIES THE REQUIREMENTS SET FORTH IN THE PRECEDING SENTENCE AND ANY RESALE OR OTHER TRANSFER OF ITS INTEREST IN SUCH CERTIFICATES MAY ONLY BE MADE TO A PERSON SATISFYING THE REQUIREMENTS IN THE PRECEDING SENTENCE. CONSEQUENTLY, ANY OFFER, SALE, RESALE, TRADE OR DELIVERY MADE, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON WILL NOT BE RECOGNISED.

THE PURCHASER IS NOT ACQUIRING THE CERTIFICATES, DIRECTLY OR INDIRECTLY, WITH ASSETS OF AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME CERTIFICATE ACT OF 1974, AS AMENDED (“ERISA”), AND SUBJECT TO TITLE I OF ERISA, OR ANY “PLAN” SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED.

THE CERTIFICATES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THE CERTIFICATES TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALE OR TRANSFER OF RESTRICTED CERTIFICATES GENERALLY. BY THE ACCEPTANCE OF A WARRANT, THE PURCHASER THEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT.”

(xv) that the relevant Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements,

representations or agreements made by it are no longer accurate, it shall promptly notify the relevant Issuer; and if it is acquiring any Certificates as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

## TAXATION

*This section sets out a summary of certain taxation considerations relating to the Certificates*

***All prospective Certificateholders should seek independent advice as to their tax position.***

### EU SAVINGS DIRECTIVE

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**), Member States are required, to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State or certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015. A number of non-EU countries and territories have adopted similar measures.

The rate of such withholding tax equals 35 per cent. as from 1 July 2011 and until the end of the transitional period. The ending of such transitional period is dependent upon the conclusion of certain agreements relating to information exchange between the European Union and certain jurisdictions (including, inter alia, Switzerland, Liechtenstein, San Marino, Monaco, Andorra, and the United States of America).

The European Commission has proposed certain amendments to the Savings Directive, which may if implemented amend or broaden the scope of the requirements described above.

Prospective purchasers of Certificates should be aware that any purchase or disposal of or other dealings in the Certificates and any transaction involved in the exercise and settlement of the Certificates, may have tax consequences (including but not limited to possible liabilities to stamp duties, transfer and registration taxes). The tax consequences may depend, amongst other things, upon the status of the prospective purchaser.

## TAXATION IN THE FEDERAL REPUBLIC OF GERMANY

### German tax resident Investors

The following general overview does not consider all aspects of income taxation in the Federal Republic of Germany (**Germany**) that may be relevant to a holder in the light of the holder's particular circumstances and income tax situation. This general overview is based on German tax laws and regulations, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

#### German tax resident investors holding Certificates as private assets

##### *Taxation of income from the Certificates*

If the Certificates are held as private assets (*Privatvermögen*) by an individual investor whose residence or habitual abode is in Germany, payments of interest under the Certificates are generally taxed as investment income (*Einkünfte aus Kapitalvermögen*) at a 25 per cent. flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent. solidarity surcharge (*Solidaritätszuschlag*) thereon and, if applicable to the individual investor, church tax (*Kirchensteuer*)).

The same applies to capital gains from the sale or redemption of the Certificates. The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Certificates and the

acquisition costs. Expenses directly and factually related (*unmittelbarer sachlicher Zusammenhang*) to the sale or redemption are taken into account in computing the taxable capital gain. Otherwise the deduction of related expenses for tax purposes is not permitted.

Where the Certificates are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted in Euro at the time of sale, and only the difference will then be computed in Euro.

The flat tax is generally collected by way of withholding (see subsequent paragraph – *Withholding tax*) and the tax withheld shall generally satisfy the individual investor's tax liability with respect to the Certificates. If, however, no or not sufficient tax was withheld (e.g., in case there is no Domestic Paying Agent, as defined below) the investor will have to include the income received with respect to the Certificates in its annual income tax return. The flat tax will then be collected by way of tax assessment. The investor may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor's aggregated flat tax liability on investment income (e.g., because of available losses carried forward or foreign tax credits). If the investor's individual income tax rate which is applicable on all taxable income including the investment income is lower than 25 per cent., the investor may opt to be taxed at individual progressive rates with respect to its investment income.

Capital losses from the sales or redemption of the Certificates held as private assets should generally be tax-recognised irrespective of the holding period of the Certificates. However, in case where no (or only *de minimis*) payments are made to the holders on the maturity or redemption date of the Certificates, any capital losses might not be recognised by the German tax authorities. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

Individual investors are entitled to a saver's lump sum tax allowance (*Sparer-Pauschbetrag*) for investment income of 801 Euro per year (1,602 Euro jointly assessed husband and wife). The saver's lump sum tax allowance is also taken into account for purposes of withholding tax (see subsequent paragraph – *Withholding tax*) if the investor has filed a withholding tax exemption request (*Freistellungsauftrag*) with the respective Domestic Paying Agent (as defined below). The deduction of related expenses for tax purposes is not permitted.

### ***Withholding tax***

If the Certificates are kept or administered in a domestic securities deposit account by a German credit institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*) (or with a German branch of a foreign credit or financial services institution), or with a German securities trading company (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (altogether a **Domestic Paying Agent**) which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor.

Capital gains from the sale or redemption of the Certificates are also subject to the 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, if the Certificates are kept or administered by a Domestic Paying Agent effecting the sale or redemption from the time of their acquisition. If the Certificates were sold or redeemed after being transferred to a securities deposit account with another Domestic Paying Agent, 25 per cent. withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the sale or the redemption, as the case may be, unless the investor or the previous depository bank was able and allowed to prove evidence for the investor's actual acquisition costs to the current Domestic Paying Agent. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor.

## **German resident investors holding the Certificates as business assets**

### ***Taxation of income from the Certificates***

If the Certificates are held as business assets (*Betriebsvermögen*) by an individual or corporate investor which is tax resident in Germany (i.e., a corporation with its statutory seat or place of management in Germany), interest income and capital gains from the Certificates are subject to personal income tax at individual progressive rates or corporate income tax (plus a 5.5 per cent. solidarity surcharge thereon and church tax, if applicable) and, in general, trade tax. The effective trade tax rate depends on the applicable trade tax factor (*Gewerbesteuer-Hebesatz*) of the relevant municipality where the business is located. In case of individual investors the trade tax may, however, be partially or fully creditable against the investor's personal income tax liability depending on the applicable trade tax factor and the investor's particular circumstances.

In case of physical delivery of assets upon redemption of the Certificates, the delivery will constitute a taxable exchange where the difference amount between the fair market value of the Certificates and the tax base of the Certificates (i.e., generally book values) will be subject to personal income tax or corporate income tax and, in general, trade tax as described above. Unlike for German tax resident investors holding the Certificates as private assets, no rollover relief will be available for German resident investors holding the Certificates as business assets.

### ***Withholding tax***

If the Certificates are kept or administered by a Domestic Paying Agent which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax charge of 26.375 per cent, is generally levied on the interest payments. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is collected for the individual investor.

No withholding is generally required on capital gains from the disposal or redemption of the Certificates which is derived by German resident corporate investors and, upon application, by individual investors holding the Certificates as assets of a German business, subject to certain requirements.

Any capital losses incurred from the disposal or redemption of the Certificates will not be taken into account for withholding tax purposes. The withholding tax does not satisfy the investor's personal or corporate income tax liability with respect to the Certificates. The income from the Certificates will have to be included in the investor's personal or corporate income tax return.

Any German withholding tax (including surcharges) is generally fully creditable against the investor's personal or corporate income tax liability or refundable, as the case may be.

### **Non-German tax resident Investors**

Income derived from the Certificates by investors who are not tax resident in Germany is in general not subject to German income taxation, and no withholding tax shall be withheld, provided however (i) the Certificates are not held as business assets of a German permanent establishment of the investor or by a permanent German representative of the investor or (ii) the income derived from the Certificates does not otherwise constitute German source income (such as income from the letting and leasing of certain property located in Germany) or (iii) the income is paid by a Domestic Paying Agent against presentation of the Certificates or interest coupons (so-called over-the-counter transaction, *Tafelgeschäfte*).

If the income derived from the Certificates is subject to German taxation according to (i) through (iii) above, the income is subject to German income taxation and withholding tax similar to that described above for German tax residents. Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

### **Inheritance tax and gift tax**

The transfer of Certificates to another person by way of gift or inheritance may be subject to German gift or inheritance tax, respectively, if *inter alia*

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), has its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator's or donor's Certificates belong to business assets attributable to a permanent establishment or a permanent representative in Germany,

Special regulations may apply to certain German expatriates.

Prospective holders are urged to consult with their tax advisor to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

### **Other taxes**

The purchase, sale or other disposal of Certificates does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sales of Certificates to other entrepreneurs which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

## **TAXATION IN FINLAND**

*The following is a summary of certain Finnish tax consequences for holders of certain categories of the Certificates who are residents of Finland for tax purposes. The summary is based on tax laws and taxation practice, as in effect and applied as at the date of this Base Prospectus, and is intended to provide general information only. Tax laws, taxation practices and their interpretation are constantly under change, which changes may sometimes have a retroactive effect and may change the conclusions set out in the summary.*

*There are no specific tax laws addressing the tax treatment of certificates in Finland, nor is there any public court practice available in this respect. Accordingly, the tax treatment of the Certificates is not in all respects established and is, therefore, to some extent uncertain and subject to interpretation. When assessing the likely tax treatment of the Certificates in this summary, it is based on the assumption that they would not qualify as, for example, notes, forward contracts or futures.*

*The summary covers only the tax consequences of the subscription, purchase, ownership and disposition of the Certificates by individuals who are taxed in accordance with the Finnish Income Tax Act and by Finnish limited liability companies taxed in accordance with the Finnish Business Income Tax Act. The summary does not cover situations where individuals hold the Certificates in context of business activities. The summary does neither cover situations where the Certificates are held as investment assets or current assets (i.e. allocable to the inventory or otherwise held for trading purposes) by a limited liability company or where there are unrealized changes in the values of the Certificates that are held for trading purposes. This summary addresses neither Finnish gift nor inheritance tax consequences nor Finnish CFC-legislation.*

*The tax treatment of each holder of the Certificates partly depends on the holder's specific situation. This means that special tax consequences, which are not described below, may arise for certain categories of holders of the Certificates as a consequence of, for example, the effect and applicability of foreign income tax rules or provisions contained in an applicable double taxation treaty.*

*Each prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from subscription, purchase, ownership and disposition of the Certificates.*

## Individuals

### *Disposal and/or redemption of the Certificates*

All capital income of individuals – including capital gains – up to a total of EUR 50,000 annually is currently taxed at a rate of 30 per cent. and capital income exceeding EUR 50,000 annually is taxed at a rate of 32 per cent. Capital losses are deductible from capital gains arising in the same year and the five following years, but not from other capital income.

A gain arising from the disposal and/or the redemption (i.e. the realisation of the net value through cash settlement) of the Certificates is likely to constitute capital gain for individuals. Similarly, a loss arising from the expiration (as worthless) of the Certificates is likely to constitute a capital loss, which capital loss is deductible from the individual's capital gains arising in the same year and during the following five years.

Exercise of the Certificates by physical delivery of the underlying (third party) asset is likely to be treated as a disposal and purchase.

Any capital gain or loss is calculated by deducting the original acquisition cost 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 Certificates 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.

### *Interest or compensation comparable to interest paid on the Certificates*

Any interest or compensation comparable to interest paid on the Certificates during their term constitutes capital income of the individual.

### *Withholding tax*

As the Issuer is not resident in Finland for tax purposes, there is no Finnish withholding tax (*Fi. lähdevero*) applicable to the payments made by the Issuer in respect of the Certificates. However, Finland operates a system of preliminary taxation (*Fi. ennakonpidätysjärjestelmä*) to secure payment of taxes in certain circumstances. A tax of 30 per cent will be deducted and withheld from all payments that are treated as interest or as compensation comparable to interest paid on the Certificates (including gains arising from the redemption (but not the disposal) of the Certificates, 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).

### *Exceptions to capital gains and losses*

Capital gains arising from disposal of assets, such as the Certificates, are generally exempted from tax provided that the sales prices of all assets sold by the individual during the calendar year do not, in the aggregate, exceed EUR 1,000. Correspondingly, capital losses are generally not tax deductible if the acquisition cost of all assets disposed during the calendar year does not, in the aggregate, exceed EUR 1,000.

## Corporate entities

### *Disposal and/or redemption of the Certificates*

Any income received from the disposal and/or redemption of the Certificates constitute, as a general rule, part of the limited liability company's taxable business income. A limited liability company is subject to a corporate income tax, currently at the rate of 24.5 per cent. for its world wide taxable income.

The acquisition cost of the Certificates (including the purchase price and costs) and any sales related expenses are generally deductible for tax purposes upon disposal and/or redemption. Accordingly, any loss due to disposal and/or redemption of the Certificates is deductible from the taxable business income.

***Interest or compensation comparable to interest paid on the Certificates***

Any interest or compensation comparable to interest paid on the Certificates during their term constitutes part of the limited liability company's taxable business income.

***Withholding tax***

Payments upon disposal and/or redemption of the Certificates or payments of interest on the Certificates to a limited liability company will not be subject to any Finnish withholding tax.

***Wealth taxation***

No wealth taxation is applicable in Finland.

***Transfer Tax***

Transfers of the Certificates are not subject to transfer tax or stamp duty in Finland.

**TAXATION IN FRANCE****1. French resident investors**

Prospective purchasers of Certificates who are French resident for tax purposes or who would hold the Certificates through a permanent establishment or a fixed base in France, should be aware that transactions involving the Certificates including any purchase or disposal of, or other dealings in the Certificates and any transaction involved in the exercise and settlement of the Certificates, 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 prospective purchaser (i.e. legal entities or individuals).

Pursuant to Article 9 of 2013 Finance Law (*loi n°2012-1509 du 29 décembre 2012 de finances pour 2013*) subject to certain limited exceptions, interest and other similar revenues received from 1 January 2013 by individuals who are fiscally domiciled in France are subject to a 24% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5% on interest and other similar revenues paid to individuals who are fiscally domiciled in France.

**2. Non-French resident investors who would not hold the Certificates through a permanent establishment or a fixed base in France**

The treatment regarding withholding tax in relation to any Certificates will depend on the nature and characterisation of such Certificates. Prospective purchasers of Certificates should consult their own appropriate independent and professionally qualified tax advisers about the tax consequences of any investment in, ownership of transactions involving the Certificates.

**Certificates issued by Crédit Agricole Corporate and Investment Bank*****Certificates constituting debt instruments for French tax purposes***

Payments with respect to Certificates issued as from 1 March 2010 by Crédit Agricole Corporate and Investment Bank which constitute debt instruments for French tax purposes (other than such Certificates forming a single series (*assimilables* for the purposes of French law) with Certificates issued prior to 1 March 2010 with the benefit of article 131 *quater* of the French *Code général des impôts*, as further described below) fall under the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 no. 3* (n°2009-1674 dated 30 December 2009), applicable as from 1 March 2010 (the **Law**). Payments of interest and other revenues made by Crédit Agricole Corporate and Investment Bank on such Certificates will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in



a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a **Non-Cooperative State**). If such payments under such Certificates are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, according to article 238 A of the French *Code général des impôts*, interest and other revenues on such Certificates may not be deductible from the French Issuer's taxable income, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent.

Notwithstanding the foregoing, the Law provides that neither the 75 per cent. withholding tax set out under article 125 A III of the French *Code général des impôts* nor the non-deductibility provided under article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of such Certificates if Crédit Agricole Corporate and Investment Bank can prove that the principal purpose and effect of such issue of such Certificates were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin officiel des Finances Publiques – Impôts* of the French tax authorities (BOI-RPPM-RCM-30-10-20-50-20120912), an issue of such Certificates will benefit from the Exception without the French Issuer having to provide any proof of the purpose and effect of such issue of Certificates, if such Certificates are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than a Non-cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign Certificates market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral Certificates trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a Certificates clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Payments with respect to (i) such Certificates issued (or deemed issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts*, before 1 March 2010 and (ii) such Certificates forming a single series (*assimilables* for the purposes of French law) with such first mentioned Certificates, will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Such Certificates issued before 1 March 2010, whether denominated in euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the *Bulletin officiel des Finances Publiques - Impôts* of the French tax authorities (BOI-RPPM-RCM-30-10-30-30-20120312), or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts* pursuant to the above-mentioned *Bulletin officiel des Finances Publiques – Impôts*. In addition, payments by Crédit Agricole Corporate and Investment Bank of interests or other revenues on

such Certificates issued before 1 March 2010 (or such Certificates issued on or after 1 March 2010 forming a single series (*assimilables* for the purposes of French law) with such first mentioned Certificates) will not be subject to the withholding tax set out in Article 119 *bis* 2 of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

### **Savings Directive**

The Savings Directive was implemented into French law under Article 242 *ter* of the French *Code général des impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Please refer to the section “*EU Savings Directive*” above for more details.

### **Transfer Tax and Other Taxes**

The following may be relevant in connection with Certificates which are settled or redeemed by way of physical delivery of French shares (or certain assimilated securities).

As from 1 August 2012:

- 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;
- 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 €1 billion (on 1 December of the previous calendar year). The French Financial Transaction Tax rate is 0.2 per cent of the acquisition price of the transaction;
- if the French Financial Transaction Tax applies to a transaction, an exemption in respect of the Transfer Tax is applicable.

### ***Certificates not constituting debt instruments for French tax purposes***

Subject to the immediately following paragraph, payments in respect of Certificates issued by Crédit Agricole Corporate and Investment Bank which do not constitute debt instruments for French tax purposes irrespective of their date of issue may either not be subject to French withholding tax, or else benefit from an exemption from French withholding tax provided that the beneficial owner of such Certificates and the payment thereunder is resident or domiciled in a country which has entered into an appropriate double taxation treaty with France and fulfils the relevant requirements set out in such double taxation treaty.

Under certain circumstances, and subject to the more favourable provisions of any applicable double tax treaty, payments in respect of such Certificates may also be recharacterised as constructive dividends and subject to a withholding tax at a rate of 30 per cent. or 75 per cent. if they are paid or accrued to persons established or domiciled in a Non-Cooperative State, or paid in such a Non-Cooperative State.

Potential purchasers of Certificates which are resident or domiciled in a country which has not entered into an appropriate double taxation treaty with France or which are located or established in a Non-Cooperative State are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, ownership of or transactions involving the Certificates.

### ***Certificates issued by a non-French resident Issuer***

Payments made by a non-French resident Issuer in respect of Certificates issued by an Issuer which is a non-French resident for tax purposes and which is not issuing the Certificates through a permanent establishment or a fixed base in France should not be subject to French withholding tax.

## TAXATION IN GUERNSEY

Until 31 December 2007 Crédit Agricole CIB FP and Crédit Agricole CIB FG were granted tax exempt status in Guernsey pursuant to the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989. On 30 June 2006, the States of Guernsey resolved to reduce the general rate of income tax paid by Guernsey companies to 0 per cent. Accordingly “The Income Tax (Zero 10) (Guernsey) Law, 2007 was approved by the States of Guernsey in September 2007 and the general rate of income tax to be paid by Guernsey companies was reduced to 0 per cent. with effect from the tax year 2008 and subsequent years. The legislation also partly abolished the exempt company status provisions with effect from the 1 January 2008 and introduced a 10 per cent. company intermediate rate which applies to certain activities carried on by banks licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 1994 and regulated by the Guernsey Financial Services Commission. The 10 per cent. company intermediate rate also applies in relation to the profits arising from the provision of credit facilities by any business in the ordinary course of its business. With effect from 1 January 2013 the 10 per cent. company intermediate rate was extended to include licensed fiduciaries (in respect of regulated activities), licensed insurers (in respect of domestic business), licensed insurance intermediaries and licensed insurance managers in respect of the carrying on of business and acting as such. The activities of Crédit Agricole CIB FP and Crédit Agricole CIB FG will not be subject to the company intermediate rate. See also the section below “EU Directive on the Taxation of Savings Income”.

Provided a Certificateholder does not carry on business in Guernsey and is not resident in Guernsey for Guernsey tax purposes, he will not suffer any charge to Guernsey income tax on any payments received from Crédit Agricole CIB FP and Crédit Agricole CIB FG, nor will such a holder be required to file or make any return to the Income Tax Authority in Guernsey. Accordingly no withholding tax will apply to any such payments.

Capital Gains Tax, Wealth Tax, Capital Transfer Tax and Estate or Inheritance Tax do not exist under current Guernsey law and as such no liability to tax will arise on the issue, exercise, transfer, realisation or redemption of Certificates issued by Crédit Agricole CIB FP and Crédit Agricole CIB FG, nor is any stamp duty or similar tax payable in Guernsey on the issue or transfer of Certificates.

A holder of Certificates who is resident for tax purposes in Guernsey or who carries on a trade in Guernsey through a branch or agency (to which the Certificates are attributable) may be subject to Guernsey income tax on any interest paid in respect of the Certificates, and should seek independent tax advice, if necessary, on the liability to tax thereon, and the necessity to disclose the relevant amounts.

### EU Directive on the Taxation of Savings Income

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a Directive 2003/48/CE regarding the taxation of savings income in the form of interest payments (the **Directive**). The Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments, unless the relevant beneficial owner of such payment elects otherwise. During the transitional period Guernsey either applied retention tax on interest income paid by paying agents in Guernsey to individuals resident in the EU countries with which agreements have been concluded, or alternatively applied automatic exchange of information relating to such payments with those countries.

On 21 June 2004, the States of Guernsey authorised the Chief Minister or other Minister designated for the purpose to sign bi-lateral agreements with EU Member States to implement the "same" measures. Under these agreements, Guernsey either applied a retention tax on interest income paid by Paying Agents in Guernsey to individuals

resident in the EU countries with which agreements have been concluded, or during the transitional period, Guernsey applied automatic exchange of information relating to such payments with those countries. At its meeting on 24 November 2010, the Guernsey States of Deliberation passed a resolution to move to automatic exchange of information and abolish retention tax with effect from 1 July 2011.

The Programme involves no paying agent in Guernsey. Consequently no tax is retained in Guernsey and no information exchanged with other member states. The Issuers have entered into a Master Certificate Agreement with a Principal Certificate Agent in Luxembourg. On the basis that the Principal Certificate Agent is the paying agent as defined by the EU Savings Tax Directive, it may be required to implement measures in accordance with the Directive.

However, this Directive has been implemented in French law under Article 242 *ter* of the French *Code général des impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member state, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

## **TAXATION IN IRELAND**

The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of the Certificates. This summary deals only with Certificates held beneficially as capital assets and does not address special classes of Certificateholders such as dealers in securities or those holding the Certificates as part of a trade. This summary is not exhaustive and Certificateholders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition of the Certificates. The comments are made on the assumption that the Issuers are not resident in Ireland for Irish tax purposes and do not carry on a trade in Ireland through a branch or agency. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners.

### **Irish Withholding Tax**

Under Irish tax law there is no obligation on the Issuers to operate any withholding tax on payments of interest on the Certificates except where the interest has an Irish source. The interest could be considered to have an Irish source, where, for example, interest is paid out of funds maintained in Ireland or where the Certificates are secured on Irish situate assets. The mere offering of the Certificates to Irish investors will not cause the interest to have an Irish source.

In certain circumstances, collection agents and other persons receiving interest on the Certificates in Ireland on behalf of a Certificateholder, will be obliged to operate a withholding tax.

### **Taxation of interest**

Unless exempted, an Irish resident or ordinarily resident Certificateholder may be liable to Irish income or corporation taxes, universal social charge and social insurance contributions on the amount of the interest received from the Issuers (which could include any amount received by the Certificateholder in excess of the amount originally invested in the Certificate). Credit against Irish tax on the interest received may be available in respect of foreign withholding tax deducted by the Issuers.

### **Taxation of capital gains**

Irish resident or ordinarily resident Certificateholders will be liable to Irish tax on capital gains on any gains arising on a disposal of Certificates which are treated as capital assets of the relevant Certificateholder. Reliefs and allowances may be available in computing the Certificateholder's liability.

### **Stamp Duty**

Transfers of Certificates should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or shares in or securities of an Irish registered company.

### **Capital acquisitions tax**

A gift or inheritance of Certificates will be within the charge to Irish capital acquisitions tax if either (i) the donor or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the donor is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Certificates are regarded as property situated in Ireland. Bearer Certificates are generally regarded as situated where they are physically located at any particular time. Registered Certificates are generally regarded as situated where the principal register of Certificateholders is maintained or required to be maintained.

### **Provision of Information**

#### ***Generally***

Certificateholders should be aware that where any interest or other payment on Certificates is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Certificateholder. Where the Certificateholder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Certificateholder is resident for taxation purposes.

#### ***EU Savings Directive***

Ireland has implemented the Savings Directive into national law. Any Irish paying agent making an interest payment on behalf of the Issuers to an individual and certain residual entities defined in the Taxes Consolidation Act, 1997 resident in another EU Member State and certain associated and dependent territories of a Member State will have to provide details of the payment to the Irish Revenue Commissioners who in turn will provide such information to the competent authorities of the state or territory of residence of the individual or residual entity concerned.

## **TAXATION IN ITALY**

*The following is a summary of current Italian law and practice relating to the taxation of the Certificates. 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 Issuer will not update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid.*

*The following summary 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 Certificates and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.*

*This summary does not describe the tax consequences for a holder of the Certificates in case Physical Delivery is provided and, in particular, in respect of Certificates that are redeemable in exchange for, or convertible into, shares, of the exercise, settlement or redemption of such Certificates and/or any tax consequences after the moment of exercise, settlement or redemption.*

*With regard to certain innovative or structured financial instruments there is currently neither case law nor comments of the Italian tax authorities as to the tax treatment of such financial instruments. Accordingly, it cannot*

be excluded that the Italian tax authorities and courts or Italian intermediaries may adopt a view different from that outlined below.

Prospective purchasers are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Certificates.

## 1. Tax Treatment of the Certificates

### 1.1 Certificates qualified as bonds or debentures similar to bonds

Legislative Decree No. 239 of 1 April 1996, as subsequently amended, (**Decree No. 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, **Interest**) from Certificates 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 this purpose, securities similar to bonds are debt instruments implying a “use of capital” issued in mass that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow a direct or indirect participation in the management of the issuer.

#### *Italian resident Certificateholders*

Where the Italian resident Certificateholder who is the beneficial owner of the Certificates is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected (unless he has opted for the application of the *risparimio gestito regime*, see paragraph 2. “Capital gain” below), (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Certificates are subject to a withholding tax, referred to as “*imposta sostitutiva*”, levied at the rate of 20 per cent. (either when the interest is paid by the Issuer, or when payment thereof is obtained by the Certificateholder on a sale of the relevant Certificates). The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

In case the Certificates are held by an individual or a non commercial private or public institution engaged in a business activity and are effectively connected with same business activity, the Interest will be subject to the *imposta sostitutiva* and will be included in the relevant income tax return. As a consequence, the interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Where an Italian resident Certificateholder is a company or similar commercial entity or a permanent establishment in Italy of a foreign company to which the Certificates are effectively connected and the Certificates are deposited with an authorised intermediary, Interest from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant Certificateholder’s income tax return and are therefore subject to general Italian corporate tax (*imposta sul reddito delle società*, **IRES**), (and, in certain circumstances, depending on the “status” of the Certificateholder, also to the regional tax on productive activities (*imposta regionale sulle attività produttive*, **IRAP**)).

Where the Certificateholder is an Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 (the **Real Estate Investment Funds**), Interest is subject neither to substitute tax nor to any other income tax in the hands of the Fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent on distributions made by Italian Real Estate Funds and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in the Italian Real Estate Fund owning more than 5 per cent of the fund’s units.

Where the Certificateholder is an Italian investment funds (which includes Fondi Comuni d’Investimento, or SICAV), as well as Luxembourg investment funds regulated by article 11-bis of Law Decree No. 512 of 30

September 1983 (collectively, the **Funds**), Interest is subject neither to substitute tax nor to any other income tax in the hands of the Fund. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent. on distributions made by the Fund or SICAV.

Where the Certificateholder is a pension fund (subject to the tax regime set forth by Article 17 of Legislative Decree No. 252 of 05/12/2005, the **Pension Funds**) Interest is not subject to substitute tax, but must be included in the Pension Fund's annual net accrued result that is subject to an 11 per cent. substitutive tax.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, SIMs, fiduciary companies, SGRs, stockbrokers and other entities identified by a decree of the Ministry of Economy and Finance (each an **Intermediary**). An Intermediary must (i) be resident in Italy or be a permanent establishment in Italy of a non-Italian resident financial intermediary and (ii) intervene, in any way, in the collection of interest or in the transfer of the Certificates. For the purpose of the application of the *imposta sostitutiva*, a transfer of Certificates includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Certificates or in a change of the Intermediary with which the Certificates are deposited.

### ***Non-Italian resident Certificateholders***

Where the Certificates are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Certificateholder.

Interest payments relating to Certificates received by non-Italian resident beneficial owners are generally, provided that certain conditions and formalities are met, not subject to tax in Italy.

Capital gains realized on any sale or transfer of the Certificates for consideration or on redemption thereof by Italian resident or non Italian resident investors is subject to the tax regime described under paragraph 2. below.

### **1.2 Certificates qualified as Atypical securities**

Certificates that (i) are not deemed to be bonds (*obbligazioni*), debentures similar to bonds (*titoli similari alle obbligazioni*), shares (*azioni*), or securities similar to shares (*titoli similari alle azioni*) pursuant to Presidential Decree 22 December 1986 n. 917 (**TUIR**) and (ii) generate income from the investment of capital (*reddito di capitale*) pursuant article 44 of TUIR would be considered as "atypical" securities pursuant to Article 8 of Law Decree No. 512 of 30 September 1983 converted by Law No. 649 of 25 November 1983. In this event, payments relating to Certificates may be subject to withholding tax, levied at the rate of 20 per cent., if made to the following Italian resident Certificateholders: (i) individuals, (ii) non-commercial partnerships; (iii) Real Estate Investment Funds, (iv) Funds, (v) Pension Fund and (vi) entities exempt from Italian corporate income tax. Payments made to Italian resident Certificateholders which are companies or similar commercial entities (including a permanent establishment in Italy of a foreign entity to which the Certificates are effectively connected) are not subject to the 20 per cent. withholding tax, but will form part of their aggregate income subject to IRES according to ordinary rules. In certain cases, such amounts may also be included in the taxable base for IRAP purposes.

Payments relating to Certificates received by non-Italian resident beneficial owners are generally, provided that certain conditions and formalities are met, not subject to tax in Italy.

This withholding is levied by any entities, resident in Italy, which intervene, in any way, in the collection of payment of the Certificates or in the transfer of the Certificates.

Capital gains realized on any sale or transfer of the Certificates for consideration or on redemption thereof by Italian resident or non Italian resident investors is subject to the tax regime described under paragraph 2. below.

### **1.3 Certificates representing financial instruments non entailing a static "use of capital"**

Based on the principles stated by the Italian tax authorities in resolution No. 72/E of 12 July 2010, income deriving from Certificates representing a securitized derivative financial instrument or a bundle of derivative financial instruments not entailing a static “use of capital” (“*impiego di capitale*”), but rather an indirect investment in underlying financial instruments for the purpose of obtaining a profit deriving from the negotiation of such financial instruments as well as capital gains realised through the sale of the same Certificates should be subject to Italian taxation according to the principles provided under paragraph 2. “Capital gain” below.

## 2. Capital gains

Where the Italian resident holder of Certificates who is the beneficial owner of the Certificates is (i) an individual not engaged in an entrepreneurial activity to which the Certificates are connected, (ii) a non-commercial partnership, pursuant to article 5 of Presidential Decree No. 917 of 22 December 1986 (“**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, and the Certificates generate capital gains pursuant to article 67 TUIR, capital gains accrued on the sale of the Certificates are subject to a 20 per cent. substitute tax (*imposta sostitutiva*). The recipient who is an Italian resident individual not engaged in an entrepreneurial activity to which the Certificates are connected may opt for three different taxation criteria provided for by article 67 TUIR and Legislative Decree No. 461 of 21 November 1997 (Decree 461), as subsequently amended:

under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity to which the Certificates are connected, 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 the Italian resident individual holding the Certificates not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Certificates carried out during any given tax year. Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *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;

as an alternative to the tax declaration regime, Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Certificates (the “*risparmio amministrato*” regime provided for by Article 6 of the Decree 461). Such separate taxation of capital gains is allowed subject to (i) the Certificates being deposited with Italian banks, SIMs or certain authorised financial intermediaries and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant holder of the Certificates. The depository is responsible for accounting the *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Certificates (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 holder of Certificates or using funds provided by the holder of Certificates for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Certificates results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same relationship of deposit, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the holder of Certificates is not required to declare the capital gains in the annual tax return;

any capital gains realised or accrued by Italian resident individuals holding the Certificates not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Certificates, to an authorised intermediary and have opted for the so-called “*risparmio gestito*” regime (provided for by Article 7 of the Decree 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 20 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *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 the *risparmio gestito* regime, the holder of Certificates is not required to declare the capital gains realised in the annual tax return.

Where an Italian resident holder of the Certificates who is the beneficial owner of the Certificates is a company or similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Certificates are effectively connected, capital gains arising from the Certificates will not be subject to *imposta sostitutiva*, but must be included in the relevant holder of Certificates' income tax return and are therefore subject to IRES and, in certain circumstances, depending on the "status" of the Certificateholder, also as a part of the net value of production for IRAP purposes.

Any capital gains realised on the transfer of or redemption of the Certificates by beneficial owners which are Italian Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund. Italian Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the fund, whereas a withholding tax at a rate of up to 20 per cent will be applied under certain circumstances on income realised by the participants to the fund on distributions or redemption of the fund's units (where the item of income realised by the participants may include the capital gains on the Certificates).

Any capital gains realised through the transfer for consideration or redemption of the Certificates by beneficial owners which are Funds or SICAV will not be subject to any withholding or substitute tax applied at source. A withholding tax may apply in certain circumstances at the rate of up to 20 per cent on distributions or redemptions made by the Fund or SICAV to certain categories of investors.

Any capital gains realised through the transfer for consideration or redemption of the Certificates by beneficial owners which are Pension Funds subject to the regime provided for by Article 17 of Decree 252/2005 are included in the calculation of the management result of the fund, accrued in each year, subject to substitute tax at the rate of 11 per cent.

Any capital gains realised on the transfer for consideration or redemption of the Certificates by non-Italian resident beneficial owners without a permanent establishment in Italy to which the Certificates are effectively connected:

are not subject to taxation in Italy pursuant to Article 23 TUIR, in case the Certificates are traded in a regulated market. Non-Italian resident beneficial owners may be required to timely produce an appropriate self-declaration stating that they are not resident in Italy for tax purposes, in order to benefit from the exemption from taxation in Italy of capital gains realised on the transfer or the redemption of the Certificates;

are in principle subject to a 20 per cent substitute tax on capital gains pursuant to Article 5 of Decree 461/1997 in case the Certificates are held in Italy and are not traded in a regulated markets. However, in such case, pursuant to Article 5, paragraph 5 of Decree 461/1997, capital gains are exempt from the 20 per cent substitute tax if realised by (a) non-Italian resident persons, which are resident for tax purposes in a State or territory with which Italy has an adequate exchange of information (b) international bodies and organisations established in accordance with international agreements ratified in Italy; (c) foreign institutional investors, even if they are not taxable persons, set up in a State or territory with which Italy has an adequate exchange of information; and (d) Central Banks and entities also managing official State reserves. In relation to non-Italian resident investors holding the Certificates with an Italian authorized financial intermediary, the exclusion of Italian taxation may be subject to certain procedural formalities.

In case the above exemption does not apply, the provisions of Decree 461/1997 do not preclude the application of more favourable provisions laid down in any applicable double tax treaty entered into by Italy.

### 3. Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006 (**Decree No. 262**), converted into Law No. 286 of 24 November 2006, as subsequently amended, 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 total value of the inheritance or the gift exceeding € 1,000,000 per beneficiary;
- (ii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax 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 total value of the inheritance or the gift exceeding € 100,000 per beneficiary; 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 beneficiary of any such transfer is a disabled individual, whose handicap is recognised pursuant to Law No. 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Instruments) received in excess of € 1,500,000.00 at the rates illustrated above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

Moreover, an anti-avoidance rule is provided for in case of gift of assets, such as the Certificates, whose sale for consideration would give rise to capital gains to be subject to the *imposta sostitutiva* provided for by legislative decree No. 461 of 21 November 1997, as subsequently amended. In particular, if the donee sells the Certificates for consideration within five years from their receipt as a gift, the donee is required to pay the relevant *imposta sostitutiva* as if the gift had never taken place.

### 4. Transfer Tax

Article 37 of Law Decree No 248 of 31 December 2007, converted into Law No. 31 of 28 February 2008, published on the Italian Official Gazette No. 51 of 29 February 2008, has abolished the Italian transfer tax, provided for by Royal Decree No. 3278 of 30 December 1923, as amended and supplemented by the Legislative Decree No. 435 of 21 November 1997.

Following the repeal of the Italian transfer tax, as from 31 December 2007 contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarized deeds are subject to fixed registration tax at rate of € 168; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

### 5. Wealth Tax

According to Article 19 of Decree of 6 December 2011, No. 201 (**Decree No. 201/2011**), converted with Law of 22 December 2011, No. 214, Italian resident individuals holding certain financial assets – including the Certificates – outside of the Italian territory are required to pay a wealth tax at the rate of 0.15 per cent. The tax applies on the market value at the end of the relevant year or – in the lack of the market value – on the nominal value or redemption value of such financial assets held outside of the Italian territory.

### 6. Stamp taxes and duties

According to Article 19 of Decree No. 201/2011, a proportional stamp duty applies on a yearly basis at the rate of 0.15 per cent. on the market value or – in the lack of a market value – on the nominal value or the redemption amount of any financial product or financial instruments. The stamp duty cannot be lower than € 34.20 and, for

investors other than individuals, cannot exceed the amount of € 4.500,00. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 9 February 2011) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

## **7. Tax Monitoring**

Pursuant to Law Decree No. 167 of 28 June, 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals resident in Italy who, at the end of the fiscal year, hold investments abroad or foreign financial activities must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). Such obligation is not provided if, inter alia, each of the overall value of the foreign investments or financial activities held at the end of the fiscal year, and the overall value of the related transfers carried out during the relevant fiscal year, does not exceed € 10,000.

## **8. Italian Financial Transaction Tax**

According to Article 1 of Law 24 December 2012, no. 228 and the related implementing regulations, an Italian Financial Transaction tax (**FTT**) applies on the transfer of property rights in shares and other equity instruments issued by Italian resident companies as well as on securities representative of the same shares or other equity instruments issued by Italian resident companies regardless of the tax residence of the issuer of the certificates. FTT applies regardless of the tax residence of the parties and/or where the transaction is entered into. FTT applies on the transfer of shares and equity instruments at a rate of 0.22% in year 2013 and at the rate of 0.20% in subsequent years, reduced to 0.12% and 0.10%, respectively, if the transaction is executed on a regulated market or a multilateral trading system as defined under Directive 2004/39/CE of States of the European Union or of States of the European Economic Area allowing an adequate exchange of information with the Italian tax authorities. The taxable base is the transaction value, which is defined as the consideration paid for the transfer or as the net balance of the transactions executed by the same subject in the course of the same day.

Specific exemptions are provided for the transfer of shares and equity instruments under certain transactions (such as repo or securities lending transactions), for the shares and equity instruments traded on regulated markets or multilateral trading systems issued by companies with an average market capitalization below certain thresholds or for transactions executed by certain parties (such as, for example, mandatory providential entities).

FTT also applies on the execution of transactions on derivative financial instruments as defined under Art. 1, paragraph 3, legislative decree 24 February 1998, n. 58, on securities allowing the purchase or sale of financial instruments referred to under Art. 1, paragraph 1-bis, lett. c) legislative decree 24 February 1998, n. 58 or on securities providing for a cash settlement referred to under Art. 1, paragraph 1-bis, lett. d), legislative decree 24 February 1998, no. 58, if the underlying financial instruments or the underlying reference value is represented for more than 50 per cent by the market value of shares or equity instruments issued by Italian resident companies or certificates representative of the same shares or equity instruments. According to the provisions stated by Art. 56 of Law Decree No. 69 of 21<sup>st</sup> June 2013 (to be converted into law within sixty days from the publication on the Official Gazette) FTT applies on such derivative financial instruments and securities as from 1<sup>st</sup> September 2013 at a fixed amount for each transaction, ranging from 0.01875 to 200 euro, depending on the notional value of the instrument and the type of underlying financial instrument. Such amount is reduced to 1/5 in case of transactions executed on regulated markets or on multilateral systems as defined under Directive 2004/39/CE of States of the European Union or of States of the European Economic Area allowing an adequate exchange of information with the Italian tax authorities.

## **9. EU Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income (EU Savings Directive), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). The Luxembourg government has announced its intention to elect out of the withholding system in favour of an automatic exchange of information with effect from 1 January 2015. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding System in the case of Switzerland).

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the EU Savings Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

#### **10. Implementation in Italy of the EU Savings Directive**

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 (Decree No. 84). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian Tax Authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.

### **TAXATION IN LUXEMBOURG**

The statements herein regarding withholding tax considerations in Luxembourg are based on the laws in force in the Grand Duchy of Luxembourg as of the date of this Base Prospectus and are subject to any changes in law.

The following summary does not purport to be a comprehensive description of all the Luxembourg tax considerations which may be relevant to a decision to purchase, own or dispose of the Certificates. In particular, this summary does not describe the tax consequences for a holder of Certificates that are redeemable in exchange for, or convertible into, shares.

Each prospective holder or beneficial owner of the Certificates should consult its tax advisor as to the Luxembourg tax consequences of the ownership and disposition of the Certificates.

#### **Withholding tax**

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual holders of the Certificates and certain entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to individual holders of the Certificates and certain entities, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Certificates.

#### **Luxembourg non-resident individuals**

Under the Luxembourg laws dated 21 June 2005, as amended implementing the European Council Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**) and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (**EU**), a Luxembourg based

paying agent (within the meaning of the Savings Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another EU Member State or in certain EU dependent or associated territories unless the beneficiary of the interest payments elects for the procedure of exchange of information or for the tax certificate procedure. The same regime applies to payments of interest and other similar income made to certain so-called “residual entities” within the meaning of Article 4.2 of the Savings Directive (i.e., entities (i) without legal personality (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose) or (ii) whose profits are not taxed under the general arrangements for the business taxation or (iii) that is not, or has not opted to be considered as, a UCITS recognized in accordance with Council Directive 85/611/EEC as replaced by the European Council Directive 2009/65/EC) established in a Member State or in certain dependent or associated territories.

The current withholding tax rate is 35 per cent. since 1 July 2011.

The European Commission has proposed certain amendments to the Savings Directive, which may if implemented amend or broaden the scope of the requirements described above.

### **Luxembourg resident individuals**

A 10 per cent. withholding tax has been introduced, as from 1 January 2006, on interest payments made by Luxembourg paying agents (defined in the same way as in the Savings Directive) to Luxembourg individual residents or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC as replaced by the European Council Directive 2009/65/EC or for the exchange of information regime). Only interest accrued after 1 July 2005 falls within the scope of the withholding tax. This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers receiving these payments in the course of their private wealth.

## **TAXATION IN NORWAY**

*The following discussion is a summary of certain material Norwegian tax considerations relating to Certificates issued by any of the Issuers where the holder is tax resident in Norway. The summary is based on legislation as at the date of this document and is intended to provide general information only. The tax treatment of each individual holder can depend on the holder's specific situation. Each investor should consult a tax adviser as to the tax consequences relating to their particular circumstances resulting from holding Certificates. This description does not deal comprehensively with all tax consequences that may occur for holders of Certificates. It is recommended that potential investors consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding Certificates, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable. Any changes to applicable tax laws may have a retrospective effect.*

### **Individuals**

#### ***Tax liability***

Both the return received on the Certificates (in the form of payments from the Issuer) and capital gains received on realisation (including sale) of the Certificates are taxable as ordinary income, which is currently taxed at a flat rate of 28 per cent. for Norwegian individuals. Losses on realisation of the Certificates are deductible in the ordinary income of the individual.

#### ***Separate or integrated taxation –Certificates***

Whether the Certificates will be subject to separate taxation on settlement or integrated taxation with the underlying assets depends inter alia on the nature of the underlying object of the Certificates. Financial options, i.e. options on shares, debentures, foreign currency, quoted financial instruments and index options are always taxed

separately from the underlying asset. Whether financial instruments other than financial options will be taxed separately or integrated must be evaluated in each case. However, financial instruments will, as a starting point, be subject to separate taxation if the purpose of the instrument is not mainly to arrange for the transfer of the underlying object of the Certificates. On this basis the Certificates will most likely be subject to separate taxation in Norway. This is assumed in the following where the question is of importance.

#### ***Calculation of capital gains and losses***

Capital gain or loss is computed as the difference between the consideration received on realisation and the cost price of the Certificates. The cost price of the Certificates is equal to the price for which the Holder acquired the Certificates. Costs incurred in connection with the acquisition and realisation of the Certificates may be deducted from the Holder's ordinary income in the year of realisation. In case of physical settlement of the Certificates, the capital gain will be computed as the difference between the market value of the underlying asset and the cost price of the Certificates (premium) including the exercise price.

#### ***Settlement, sale and lapse of Certificates***

Capital gains taxation is triggered on settlement or sale of Certificates.

If the Certificates lapse, they are deemed to be realised, incurring a loss equal to the acquisition cost. A loss is deductible as set out above.

#### ***Settlement and sale of Certificates***

Settlement at the end of the term as well as prior to disposal is treated as realisation of the Certificates and will trigger a taxable capital gain or loss. The calculation of capital gains and losses is accounted for above.

#### ***Return received on the Certificates***

Any return received on the Certificates is taxable for the holder.

#### ***Net wealth taxation***

The value of the Certificates at the end of each income year will be included in the computation of the Holder's taxable net wealth for municipal and state net wealth tax purposes. Listed Certificates are valued at their quoted value on 1 January in the assessment year, while non-listed Certificates are valued at their estimated market value on 1 January in the assessment year. The marginal tax rate is currently 1.1 per cent.

#### ***Transfer taxes etc. – VAT***

There are currently no Norwegian transfer taxes, stamp duty or similar taxes connected to the purchase, disposal or settlement of the Certificates. Further, there is no VAT on the transfer of the Certificates.

#### ***Withholding tax***

There is no Norwegian withholding tax applicable on payments made by the Issuer in respect of the Certificates.

#### ***Legal entities***

Both return received on the Certificates in the form of payments from the issuer and capital gains received on realisation (including sale) of the Certificates are as a main rule taxable as ordinary income, which is currently taxed at a flat rate of 28 per cent. for Norwegian legal entities such as limited companies and similar entities. Losses on realisation of the Certificates are deductible in the ordinary income of the entity.

The taxation is as a starting point triggered and calculated as described in the section concerning individuals, see heading "Individuals," above.

#### ***Certificates linked to EEA equities***

Yields and (net) capital gains on certain equities such as shares, shares in mutual funds etc. and financial instruments with qualifying equities as the underlying object are taxed according to the so-called exemption

method, provided that the entities that the equities are related to are resident within the European Economic Area. Pursuant to the exemption method, capital gains realised are exempt from tax, while realised losses are not tax deductible. According to the preparatory works, stock index options will also be comprised by the exemption method, but only as long as the index “mainly” is related to qualifying companies under the exemption method. In a statement from the Norwegian Tax Directorate it is assumed that 90 per cent. of the market value of the underlying stock must be related to qualifying companies under the exemption method in order for a stock index option to be comprised by the tax exemption method.

As mentioned above, there are no transfer taxes, stamp duty or similar taxes connected to purchase, disposal or settlement of the Certificates. Further, there is no VAT on transfer of the Certificates. Limited companies and similar entities are not subject to net wealth taxation.

## **TAXATION IN SWEDEN**

*The following discussion is a summary of certain material Swedish tax considerations relating to (i) Certificates issued by any of the Issuers where the holder is tax resident in Sweden or has a tax presence in Sweden or (ii) Certificates where the Paying Agent or custodian is located in Sweden. This summary of certain tax issues that may arise as a result of holding Certificates is based on current Swedish tax legislation and is intended only as general information for holders of Certificates who are resident or domiciled in Sweden for tax purposes, unless otherwise stated. This description does not deal comprehensively with all tax consequences that may occur for holders of Certificates, nor does it cover the specific rules where Certificates are held by a partnership or are held as current assets in a business operation. The summary does, moreover, not cover Certificates held on a so-called investment savings account (Sw: investeringssparkonto). Special tax consequences that are not described below may also apply for certain categories of taxpayers, including investment companies and life insurance companies. It is recommended that potential investors in Certificates consult their own tax advisers for information with respect to the special tax consequences that may arise as a result of holding Certificates, including the applicability and effect of foreign income tax rules, provisions contained in double taxation treaties and other rules which may be applicable.*

### **Withholding of tax**

There is no Swedish withholding tax (*källskatt*) applicable on payments made by the Issuer in respect of the Certificates. Sweden operates a system of preliminary tax (*preliminärskatt*) to secure payment of taxes. In the context of the Certificates a preliminary tax of 30 per cent. will be deducted from all payments treated as interest in respect of the Certificates 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 Certificates 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.

### **Taxation of individuals resident in Sweden**

#### ***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.

#### ***Capital gains and losses***

Individuals and estates of deceased Swedish individuals, who sell their Certificates, 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 Certificates. The acquisition cost is

calculated according to the so-called average method. This means that the costs of acquiring all Certificates of the same type and class are added together and calculated collectively, with respect to changes to the holding. Optionally, the so-called standard rule under which the acquisition cost is deemed to be the equivalent of 20 per cent. of the net sales price may be applied on the disposal of listed Certificates (except for options and forward contracts) that are taxed in the same manner as shares. A Certificate should be regarded as listed for Swedish tax purposes if it is listed on the Official List and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, the London Stock Exchange, the Irish Stock Exchange or any other foreign market that is considered to be a stock exchange under Swedish tax law.

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 Certificates that are taxed in the same manner as shares, are, however, fully deductible against taxable capital gains on such assets or capital gains on listed as well as non-listed shares in Swedish limited liability companies and foreign legal entities. Any excess amount is deductible at 70 per cent., according to the main rule.

Capital losses on listed Certificates qualifying as Swedish receivables (i.e. denominated in SEK) are currently fully deductible in the capital income category. Moreover, under EC law receivables denominated in foreign currency are also fully deductible.

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.

### ***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.

### ***Classification of various Certificates for tax purposes***

Certificates linked to equity (e.g. an equity index) are taxed in the same manner as shares provided that the return derives from equity.

Certificates, whose underlying assets are related to claims in SEK, or to one or several interest indices, are treated as Swedish receivables. If the underlying assets are related to foreign currency or claims in foreign currency, or if the Certificates relate to one or several indices depending on foreign currency, the Certificates are treated as foreign receivables.

Commodity linked certificates should qualify as so-called "other assets".

Certificates with a return deriving from a combination of equity and other assets, are taxed in the same manner as shares should more than 50 per cent. of the return on the security derive from equity. The assessment is made at the time of the issue.

### ***Settlement, sale and lapse of Certificates***

A cash settlement, including redemption, or a sale of a Certificate triggers capital gains taxation. A physical settlement of a Certificate is likely to trigger capital gains taxation as well. A capital loss realised upon settlement, including redemption, is deductible in accordance with the principles referred to above.

The acquisition cost is determined according to the so-called "average method" described above. See also the section entitled "Individuals, Capital gains and losses" above.



***Stamp duty***

There is no stamp duty on the issuing, transfer or redemption of Certificates in Sweden.

***Gift, Inheritance and Wealth taxes***

There is no gift, inheritance or wealth tax in Sweden.

**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 Certificates) as income from business activities at a flat rate of 22 per cent (For fiscal years started prior to 1st of January 2013 a tax rate of 26.3 per cent applies). 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 Certificates that are taxed in the same manner as shares (see further above) incurred by a corporate holder of A Certificate may only be offset against taxable capital gains on shares or such notes. Such capital losses may also, under certain circumstances, be deductible against capital gains on shares and Certificates that are taxed in the same manner as shares within the same group of companies, provided the requirements for group contributions (tax consolidation) are met.

Capital losses on shares and Certificates that are taxed in the same manner as shares which are not deducted against capital gains within a certain year may be carried forward and offset against taxable capital gains on shares and notes taxed in the same manner as shares in the future.

For limited liability companies and economic associations, capital gains on shares and certain share related rights held for business purposes are tax exempt. As a result, capital losses on shares and share related rights that are held for business purposes are not deductible. Certificates under this offer are not treated as share related rights held for business purposes. However, a capital loss on the Certificates is not deductible should the underlying assets, directly or indirectly, consist of shares or certain share related rights held for business purposes.

As mentioned above, there is no stamp duty on the issuing, transfer or redemption of Certificates in Sweden.

**Taxation of non-residents in Sweden**

Holders of Certificates who are not fiscally resident in Sweden and who are not carrying on business operations from a permanent establishment in Sweden are generally not liable for Swedish capital gains taxation on the disposal of Certificates. The holders may, nevertheless, be subject to tax in their country of residence. However, as far as non-resident individuals are concerned, capital gains on the sale of certain Certificates (such as Certificates taxed in the same manners as shares) may in some cases be subject to Swedish tax if the individual has been resident or permanently lived in Sweden at any time during the calendar year of the sale or any of the 10 preceding calendar years. This provision is, nevertheless, in many cases limited by tax treaties for the avoidance of double taxation, which Sweden has concluded with other countries.

**Swedish implementation of the EU Savings Tax Directive**

The EU Savings Tax Directive came into force on 1 July 2005. The EU Savings Tax Directive applies, amongst other matters, to payments of interest on debt claims of every kind made by a Paying Agent in an EU Member State for the benefit of individual investors resident in the EU.

In circumstances where the EU Savings Tax Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could in relation to the Programme include a broker effecting the sale of the Certificates.

## UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

### General

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS BASE PROSPECTUS IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY THE ISSUER IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

A Final Terms for an issue of Certificates may specify with respect to the issue of Certificates to which it relates (and where relevant) the potential U.S. federal income tax consequences to Certificateholders of the purchase, ownership, disposition, lapse and exercise of the Certificates.

Each Issuer will not investigate and will not have access to information that would permit it to ascertain, whether any company which has issued equity or other instruments to which Certificates relate are passive foreign investment companies for U.S. tax purposes.

A U.S. taxpayer that holds Certificates may be subject to a variety of U.S. tax consequences depending on the subject and the terms of the Certificates. U.S. taxpayers should consult their own advisers about the tax consequences of purchasing Certificates, particularly whether the Certificates being acquired could be treated for U.S. tax purposes as debt instruments or as ownership interests in the assets referenced by the Certificates.

### FATCA Withholding

Pursuant to the foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 (**FATCA**), non-U.S. financial institutions that enter into agreements with the IRS (**IRS Agreements**) or become subject to provisions of local law intended to implement an intergovernmental agreement (**IGA legislation**) entered into pursuant to FATCA, may be required to identify “financial accounts” held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. In order (a) to obtain an exemption from FATCA withholding on payments it receives and/or (b) to comply with any applicable laws in its jurisdiction, a financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to (i) report certain information on its U.S. account holders to the government of the United States or another relevant jurisdiction and (ii) withhold 30 per cent. from all, or a portion of, certain payments made to persons that fail to provide the financial institution information, consents and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding.

Under FATCA, withholding may be required with respect to payments to persons that are not compliant with FATCA or that do not provide the necessary information, consents or documentation made on or after (i) January 1, 2014 in respect of certain US source payments, including amounts treated as Dividend Equivalent Payments, (ii) January 1, 2017, in respect of payments of gross proceeds (including principal repayments) on certain assets that

produce US source interest or dividends and (iii) January 1, 2017 (at the earliest) in respect of “foreign passthru payments” and then only on “obligations” that are not treated as equity for U.S. federal income tax purposes and that are issued or materially modified on or after (a) January 1, 2014, and (b) if later, in the case of an obligation that pays only foreign passthru payments, the date that is six months after the date on which the final regulations applicable to “foreign passthru payments” are filed in the Federal Register.

Whilst the Certificates are in global form and held within Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme (together, the **ICSDs**), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Certificates by the Issuer, any paying agent and the common depository, given that each of the entities in the payment chain beginning with the Issuer and ending with the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the Certificates. The documentation expressly contemplates the possibility that the Certificates may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive Certificates will only be printed in remote circumstances.

**ERISA CONSIDERATIONS**

**Each purchaser or holder of a Certificate shall be deemed to have represented by such purchase and/or holding that it is not a benefit plan investor, is not using the assets of a benefit plan investor to acquire the Certificates, and shall not at any time hold such Certificates for or on behalf of a benefit plan investor. For the purposes hereof, “benefit plan investor” means (a) an employee benefit plan (as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended, (ERISA)), that is subject to Title IV of ERISA (b) a plan described in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended , or (c) any entity whose underlying assets include plan assets by reason of a plan’s investment in the entity under U.S. Department of Labor Regulations § 2510.3-101 (29 C.F.R. § 2510.3-101), as amended by Section 3(42) of ERISA**

## OFFERS AND SALE

*This section sets out a summary of certain restrictions regarding who can purchase the Certificates in certain jurisdictions.*

No action has been or will be taken by the relevant Issuer, the Guarantor or any Dealer that would permit a public offering of the Certificates or possession or distribution of any offering material in relation to the Certificates in any jurisdiction where action for that purpose is required unless specifically so provided in the applicable Final Terms. No offers or sales of any Certificates, or distribution of any offering material relating to the Certificates, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the relevant Issuer, the Guarantor or any Dealer.

### UNITED STATES

None of the Certificates or Guarantees have been, or will be, registered under the Securities Act or any state securities laws, and trading in the Certificates has not been approved by the Commodity Futures Trading Commission under the United States Commodity Exchange Act, as amended. None of the Issuers have registered as an investment company pursuant to the 1940 Act. Unless an issue of Certificates is eligible for sale in the United States under Rule 144A (as indicated in the applicable Final Terms (s)), no issue of Certificates, or interests therein, may at any time be offered, sold, resold or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Any such offer, sale or delivery to, or for the account of, a U.S. person will not be recognised. The Certificates of such series may not be legally or beneficially owned at any time by any U.S. person and accordingly are being offered and sold pursuant to the registration exemption contained in Regulation S under the Securities Act. Offers, sales, resales or deliveries of an issue of Certificates, or interests therein, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. persons would constitute a violation of United States securities laws unless made in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom.

The applicable Final Terms may provide that the relevant Issuer or the manager appointed by the relevant Issuer may arrange for the offer and sale of a portion of the Certificates of certain series within the United States exclusively to persons that are both (i) qualified institutional buyers (**QIBs**) as defined in Rule 144A under the Securities Act in reliance on the exemption provided by Rule 144A under the Securities Act and (ii) qualified purchasers (**QPs**) within the meaning of Section 3(c)(7) and as defined in Section 2(a)(51)(A) of the 1940 Act. In the event that an issue of Certificates is so eligible for sale in the United States under Rule 144A, any sale or transfer restrictions or certification requirements applicable to such Certificates in addition to those set out in the Conditions of the Certificates will be set out in the applicable Final Terms (s). For further information on certain restrictions on resale, transfer, exercise and redemption, see “*Notice to Purchasers and Holders of Certificates and Transfer Restrictions*”. Offers and sales of Certificates in the United States will be made only through broker-dealers who are registered as such under the Exchange Act.

Each Dealer will be required to agree in relation to an issue of Certificates that, unless such Certificates are eligible for sale in the United States in accordance with Rule 144A (as indicated in the applicable Final Terms), it will not at any time offer, sell, resell or deliver, directly or indirectly, such Certificates in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. person.

Each Dealer will also be required to agree, and any person purchasing any Certificates must agree, to send each person who purchases such Certificates from it a written confirmation (which shall include the definitions of United States and U.S. persons set forth herein) stating that the Certificates have not been registered under the

Securities Act and that, unless otherwise provided in the applicable Final Terms, such purchaser agrees that it will not at any time offer, sell, resell or deliver such Certificates, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Unless a Certificate is eligible for sale in the United States, any person exercising such Certificate will be required to represent that it is not a U.S. person.

Terms used above have the meanings given to them by Rule 144A and Regulation S.

### **PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS DIRECTIVE**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Certificates which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Certificates to the public in that Relevant Member State:

- (a) if the Final Terms in relation to the Certificates specify that an offer of those Certificates may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), in the period beginning on the date of publication of a prospectus in relation to such Certificates which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, and ending on the date specified in such prospectus or final terms, as applicable and the relevant Issuer has consented in writing to its use for the purpose of the Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) 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 3(2) of the Prospectus Directive,

provided that no such offer of Certificates referred to in paragraphs (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an **offer of Certificates to the public** in relation to any Certificates in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates to be offered so as to enable an investor to decide to purchase or subscribe the Certificates, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

### **UNITED KINGDOM**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) 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 Certificates in circumstances in which Section 21(1) of the FSMA does not or, in the case of the Guarantor, would not, if it was not an authorised person, apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

## FRANCE

Each of the Dealers and the relevant Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) ***Offer to the public in France*** – it has only made and will only make an offer of Certificates to the public in France in the period (i) beginning (A) when a prospectus in relation to those Certificates has been approved by the *Autorité des marchés financiers (AMF)*, on the date of its publication or (B) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the Prospectus Directive 2003/71/EC, as amended, on the date of notification of such approval to the AMF and (ii) ending at the latest on the date which is 12 months after the date of approval of such prospectus – all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF; or
- (b) ***Private placement in France*** – it has not offered or sold and will not offer or sell, directly or indirectly, Certificates 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 applicable Final Terms or any other offering material relating to the Certificates, and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) if acting for their own account, to qualified investors (*investisseurs qualifiés*) other than individuals or to a limited group of investors (*cercle restreint d'investisseurs*) – all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 and D.411-4 of the French *Code monétaire et financier*.

## REPUBLIC OF ITALY

Unless it is specified in the applicable Final Terms that a Non-exempt Offer may be made in Italy, the offering of the Certificates has not been registered with the Commissione Nazionale per le Società e la Borsa (**CONSOB**) pursuant to Italian securities legislation and, accordingly, no Certificates may be offered, sold or delivered, nor may copies of the Base Prospectus (including the applicable Final Terms) or of any other document relating to the Certificates be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of the Italian Financial Services Act and Article 34-ter, first paragraph, letter b of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Services Act and Article 34-ter of Regulation No. 11971.

In any event, any offer, sale or delivery of the Certificates or distribution of copies of the Base Prospectus (including the applicable Final Terms) or any other document relating to the Certificates in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 16190

of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Italian Banking Act**);

- (ii) in compliance with Article 129 of the Italian Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request post-offering information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

*Investors should note that, in accordance with Article 100-bis of the Italian Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (b) above, the subsequent distribution of the Certificates on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Italian Financial Services Act and the Regulation No. 11971. Furthermore, where no exemption from the rules on public offerings applies, the Certificates which are initially offered and placed in Italy or abroad to professional investors only but in the following year are "systematically" 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 Regulation No. 11971. Failure to comply with such rules may result in the sale of such Certificates being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the purchasers of Certificates who are acting outside of the course of their business or profession.*

## **HONG KONG**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Certificates (except for Certificates which are a "structured product" as defined in the Securities and Futures Ordinance (Cap 571) of Hong Kong) other than (a) to "professional investors" as defined in the Securities and Futures Ordinance of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

## **INDIA**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) no invitation, offer or sale to purchase or subscribe to the Certificates is made or intended to be made to the public in India through this Base Prospectus or any amendment or supplement thereto;



- (b) neither this Base Prospectus nor any amendment or supplement thereto is a prospectus, offer document or advertisement nor has it been or will be submitted or registered as a prospectus or offer document under any applicable law or regulation in India;
- (c) neither this Base Prospectus nor any amendment or supplement thereto has been reviewed, approved, or recommended by any Registrar of Companies in India, the Securities and Exchange Board of India, the Reserve Bank of India, any stock exchange in India or any other Indian regulatory authority;
- (d) no person may make any invitation, offer or sale of any Certificates, nor may this Base Prospectus nor any amendment or supplement thereto nor any other document, material, notice or circular in connection with the invitation, offer or sale for subscription or purchase of any Certificates ("Indian Offer") be circulated or distributed whether directly or indirectly to, or for the account or benefit of, any person resident in India, other than strictly on a private and confidential basis and so long as any such Indian Offer is not calculated to result, directly or indirectly, in the Certificates becoming available for subscription or purchase by persons other than those receiving such offer or invitation. Notwithstanding the foregoing, in no event shall the Indian Offer be made directly or indirectly, in any circumstances which would constitute an offer to the public in India within the meaning of any applicable law or regulation; and
- (e) any Indian Offer of Certificates to a person in India shall be made subject to compliance with all applicable Indian laws including, without limitation, the Foreign Exchange Management Act, 1999, as amended, and any guidelines, rules, regulations, circulars or notifications issued by the Reserve Bank of India, the Securities and Exchange Board of India and any other Indian regulatory authority.

Each investor acquiring the Certificates acknowledges, represents and agrees that it is eligible to invest in the Certificates under applicable laws and regulations in India and that it is not prohibited or debarred under any law or regulation from acquiring, owning or selling the Certificates.

#### **PEOPLE'S REPUBLIC OF CHINA**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that the Certificates are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan) except as permitted by the securities laws of the People's Republic of China.

The Certificates are not being offered or sold and may not be offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the People's Republic of China.

#### **SINGAPORE**

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the **MAS**) under the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell the Certificates nor make the Certificates the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Certificates, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), 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 Certificates 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 (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six (6) months after that corporation or that trust has acquired the Certificates pursuant to an offer under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law;
- (iv) pursuant to Section 276(7) of the SFA; or
- (v) as specified in Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

### **SOUTH KOREA**

The Certificates have not been and will not be filed or registered under the Financial Investment Services and Capital Market Act of Korea. Accordingly, the Certificates may not be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in Korea or to, of for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transaction Law of Korea), in contravention of any applicable Korean law and regulation.

### **TAIWAN**

The Certificates may be made available outside Taiwan for purchase outside Taiwan by investors located in Taiwan but may not be offered, sold, issued or delivered within Taiwan. No person or entity has been authorised to offer, sell or give advice regarding or otherwise intermediate the offering and sale of the Certificates within Taiwan.

## GENERAL INFORMATION

*This section provides certain additional information relating to all the Certificates.*

### Authorisation

No authorisation procedures are required of Crédit Agricole CIB under French law for the update of the Programme or the giving of the Guarantee. No authorisation procedures are required of Crédit Agricole CIB FS under French law for the update the Programme. However, to the extent that Certificates issued under the Programme may constitute *obligations* under French law, issues of such Certificates will be authorised as required under French law.

The update of the Programme and the issue of Certificates under the Programme have been duly authorised by a resolution of the Board of Directors of Crédit Agricole CIB FP dated 27 June 2013.

The update of the Programme and the issue of Certificates under the Programme have been duly authorised by a resolution of the Board of Directors of Crédit Agricole CIB FG dated 27 June 2013.

### Listing of Certificates and admission to trading

Certificates issued under the Programme may be offered to the public or admitted to the Official List and to trading on the Irish Stock Exchange's regulated market and on other stock exchanges and/or regulated markets.

### Documents Available

For the period of 12 months following the date of approval of this Base Prospectus, physical copies of the following documents will, when published, be available for inspection during normal business hours at the registered office of the relevant Issuer and from the specified office of the Principal Certificate Agent for the time being in Luxembourg:

- (i) the *Statuts* (with an English translation thereof) of Crédit Agricole CIB, the Memorandum and Articles of Incorporation of Crédit Agricole CIB FP, the Memorandum and Articles of Incorporation of Crédit Agricole CIB FG and the *Statuts* (with an English translation thereof) of Crédit Agricole CIB FS;
- (ii) the consolidated (in the case of Crédit Agricole CIB) and non-consolidated audited financial statements of each Issuer and the Guarantor in respect of the financial years ended 2011 and 2012 (with an English translation thereof for the consolidated accounts);
- (iii) the most recently published annual audited financial statements and unaudited interim financial statements of each Issuer and the Guarantor (with an English translation thereof);
- (iv) the Programme Agreement, the Master Certificate Agreement, the Deed of Guarantee and the forms of the Global Certificates, the Certificates in definitive form and any supplements thereto;
- (v) a copy of this Base Prospectus;
- (vi) any future Base Prospectus and supplements to this Base Prospectus and any other documents incorporated herein or therein by reference;
- (vii) any Final Terms (save that the Final Terms relating to a Certificate which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only

be available for inspection by a holder of such Certificate and such holder must produce evidence satisfactory to the relevant Issuer and the Principal Certificate Agent as to its holding of Certificates and identity); and

- (viii) in the case of each issue of Certificates admitted to trading on the Luxembourg Stock Exchange's regulated market subscribed pursuant to a subscription agreement, the subscription agreement (or equivalent document).

In addition, copies of this Base Prospectus are available on the Irish Stock Exchange's website ([www.ise.ie](http://www.ise.ie)). Copies of the documents incorporated by reference are available on the Irish Stock Exchange website (<http://www.ise.ie/Debt-Securities/Individual-Debt-Securities-Data>).

In addition, copies of the applicable Final Terms are available during normal business hours at the specified office of the Registrar and the other Paying Agents and Transfer Agents (save that the Final Terms relating to a Certificate which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Certificate and such holder must produce evidence satisfactory to the Registrar, other Paying Agents and Transfer Agent as to its holding of Certificates and identity).

Copies of each Final Terms relating to Certificates which are admitted to trading on the Irish Stock Exchange's regulated market are available on the Irish Stock Exchange's website ([www.ise.ie](http://www.ise.ie)).

### **Clearing Systems**

The Certificates have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Certificates allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. In addition, the relevant Issuer may make an application for any Certificates in registered form to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Certificates, together with the relevant ISIN and Common Code, will be specified in the applicable Final Terms. If the Certificates are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, NY 10041-0099.

The address of Euroclear Sweden is Euroclear Sweden AB, Klarabergsviadukten 63, Box 191, SE-101 23 Stockholm, Sweden.

The address of Monte Titoli is Monte Titoli S.p.A. via Mantegna 6, 20154 Milan, Italy.

### **Conditions for determining price**

The price and amount of Certificates to be issued under the Programme will be determined by the relevant Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Significant or Material Change**

There has been no significant change in the financial or trading position of Crédit Agricole CIB, Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS since 31 December 2012, and there has

been no material adverse change in the financial position or prospects of the Issuers and the Guarantor since 31 December 2012.

### **Material Contracts**

Crédit Agricole CIB, Crédit Agricole CIB FP, Crédit Agricole CIB FG and Crédit Agricole CIB FS have not entered into any material contracts that are not entered into in the ordinary course of the relevant Issuer's business, which could result in any Group member being under an obligation or entitlement that is material to the relevant Issuer's ability to meet their obligation to Certificateholders in respect of the Certificates.

### **Litigation**

Save as disclosed in relation to Crédit Agricole CIB on page 136 of the 2012 Registration Document (incorporated herein by reference), none of the Issuers, nor the Guarantor is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which any of the Issuers or the Guarantor are aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the relevant Issuer or the Guarantor.

### **Auditors**

The auditors of Crédit Agricole CIB FP are PricewaterhouseCoopers CI LLP, PO Box 321, Royal Bank Place, 1 Glatigny Esplanade, St. Peter Port, Guernsey GY1 4ND, (Chartered Accountants, Guernsey – member of the Guernsey Society of Chartered and Certified Accountants), who have audited Crédit Agricole CIB FP's accounts, without qualification, in accordance with United Kingdom Auditing Standards issued by the Auditing Practices Board for each of the two financial years ended on 31 December 2011 and 2012. The auditors of Crédit Agricole CIB FP have no material interest in Crédit Agricole CIB FP.

The auditors of Crédit Agricole CIB FG are PricewaterhouseCoopers CI LLP, PO Box 321, Royal Bank Place, 1 Glatigny Esplanade, St. Peter Port, Guernsey GY1 4ND, (Chartered Accountants, Guernsey – member of the Guernsey Society of Chartered and Certified Accountants), who have audited Crédit Agricole CIB FG's accounts, without qualification, in accordance with United Kingdom Auditing Standards issued by the Auditing Practices Board for each of the two financial years ended on 31 December 2011 and 2012. The auditors of Crédit Agricole CIB FG have no material interest in Crédit Agricole CIB FG.

The auditors of Crédit Agricole CIB FS are PricewaterhouseCoopers Audit (member of the French *Compagnie nationale des commissaires aux comptes*), 63 rue de Villiers, 92200 Neuilly-sur-Seine, France.

PricewaterhouseCoopers Audit have audited Crédit Agricole CIB FS's accounts (including the cash flow statements contained therein), without qualification, in accordance with generally accepted auditing standards in France for each of the two financial years ended on 31 December 2011 and 2012. The auditors of Crédit Agricole CIB FS have no material interest in Crédit Agricole CIB FS.

The auditors of Crédit Agricole CIB are Ernst & Young et Autres (member of the French *Compagnie nationale des commissaires aux comptes*), 1-2 Place des saisons, 92400 Courbevoie, Paris-La Défense 1 France and PricewaterhouseCoopers Audit (member of the French *Compagnie nationale des commissaires aux comptes*), 63 rue de Villiers, 92208 Neuilly-sur-Seine, France

Ernst & Young et Autres have audited Crédit Agricole CIB's consolidated and non-consolidated accounts, in accordance with generally accepted auditing standards in France for each of the two financial years ended on 31 December 2011 and 2012. PricewaterhouseCoopers Audit have audited Crédit Agricole CIB's consolidated

and non-consolidated accounts, in accordance with generally accepted auditing standards in France for the financial years ended on 31 December 2011 and 2012.

The auditors of Crédit Agricole CIB have no material interest in Crédit Agricole CIB.

## **THE ISSUERS**

### **Crédit Agricole Corporate and Investment Bank**

9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

### **Crédit Agricole CIB Financial Products (Guernsey) Limited**

Sarnia House  
Le Truchot  
St. Peter Port  
Guernsey

### **Crédit Agricole CIB Finance (Guernsey) Limited**

Sarnia House  
Le Truchot  
St. Peter Port  
Guernsey

### **Crédit Agricole CIB Financial Solutions**

9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

## **THE GUARANTOR**

### **Crédit Agricole Corporate and Investment Bank**

9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

## **DEALER**

### **Crédit Agricole Corporate and Investment Bank**

9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

**PRINCIPAL CERTIFICATE AGENT, REGISTRAR AND TRANSFER AGENT**

**CACEIS Bank Luxembourg**

5, Allée Scheffer  
L-2520 Luxembourg  
Luxembourg

**LEGAL ADVISERS**

*As to Guernsey law*

**Collas Crill**  
Glategny Court  
P.O. Box 140  
Glategny Esplanade  
Guernsey GY1 4EW

*As to U.S., English and French law*

**Linklaters LLP**  
25 rue de Marignan  
75008 Paris  
France

*As to Swedish law*

**Oreum Advokatbyrå**  
Kungsträdgårdsgatan 16  
PO Box 7308  
SE-103 90 Stockholm  
Sweden

*As to Norwegian law*

**Advokatfirmaet BA-HR DA**  
Tjuvholmen allé 16  
0252 Oslo  
Norway

*As to Finnish law*

**Waselius & Wist**  
Eteläesplanadi 24 A  
00130 Helsinki  
Finland

**AUDITORS**

*To Crédit Agricole Corporate and Investment Bank*

**Ernst & Young**  
1/2, place des Saisons  
92400 Courbevoie – Paris – La Défense 1  
France

**PricewaterhouseCoopers Audit**  
63 rue de Villiers  
92200 Neuilly-sur-Seine  
France

*To Crédit Agricole CIB Financial Solutions*

**PricewaterhouseCoopers Audit**  
63 rue de Villiers  
92200 Neuilly-sur-Seine  
France

**Boris ETIENNE**  
63 rue de Villiers  
92200 Neuilly-sur-Seine  
France



*To Crédit Agricole CIB Financial Products (Guernsey) Limited and  
to Crédit Agricole CIB Finance (Guernsey) Limited*

**PricewaterhouseCoopers CI LLP**  
PO Box 321  
**Royal Bank Place, 1 Gategny Esplanade**  
St. Peter Port  
Guernsey GY1 4ND

**IRISH LISTING AGENT**

**CACEIS Bank Luxembourg**  
5, Allée Scheffer  
L-2520 Luxembourg  
Luxembourg