

## BASE PROSPECTUS



# BBVA Global Markets B.V.

(*a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)  
incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain*)

# BBVA Global Securities B.V.

(*a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid)  
incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain*)

## €4,000,000,000 Structured Medium Term Note Programme

*unconditionally and irrevocably guaranteed by*

# Banco Bilbao Vizcaya Argentaria, S.A.

*(incorporated with limited liability in Spain)*

**3(a)(2) Notes (as defined below) unconditionally and irrevocably guaranteed by**

# Banco Bilbao Vizcaya Argentaria, S.A., New York Branch

*(incorporated with limited liability in Spain)*

Under this €4,000,000,000 Structured Medium Term Note Programme (the "Programme"), each of BBVA Global Markets B.V. and BBVA Global Securities B.V. may from time to time issue notes (the "Notes") denominated in any currency agreed with the relevant Dealer (as defined below). As used herein, "Issuer" means BBVA Global Markets B.V. or BBVA Global Securities B.V., as the context requires.

This document (this "Base Prospectus") constitutes a base prospectus in respect of all Notes other than Exempt Notes (as defined below) issued under the Programme for the purposes of Article 8 of the Prospectus Regulation (as defined below). The terms and conditions of the Notes (the "Conditions") will comprise the General Conditions, each Annex specified as applicable in the completed Issue Terms (each as defined below). This Base Prospectus, any supplement to this Base Prospectus (a "Supplement to this Base Prospectus"), any applicable Annex and the Issue Terms for a Series will comprise the "Offering Documents".

Certain Notes issued by BBVA Global Securities B.V. and the guarantee thereof will be offered pursuant to an exemption from registration under the U.S. Securities Act of 1933, as amended (the "Securities Act"), provided by Section 3(a)(2) of the Securities Act ("3(a)(2) Notes").

The satisfaction of the Issuer's economic obligations (in cash and in deliverable assets (if applicable)) in respect of the Notes will be unconditionally and irrevocably guaranteed pursuant to a guarantee governed by Spanish law entered into by Banco Bilbao Vizcaya Argentaria, S.A. ("BBVA" or the "Guarantor") (the "Spanish Law Guarantee"), except that the satisfaction of BBVA Global Securities B.V.'s economic obligations in respect of the 3(a)(2) Notes will be unconditionally and irrevocably guaranteed pursuant to a guarantee governed by New York law entered into by Banco Bilbao Vizcaya Argentaria, S.A., acting through its New York Branch (the "New York Branch") (the "New York Law Guarantee"). As used herein, "Guarantee" refers to the Spanish Law Guarantee or the New York Law Guarantee, or the Spanish Law Guarantee and the New York Law Guarantee collectively, as the context requires. The Guarantor and its consolidated subsidiaries are referred to herein as the "Group".

Notes may be issued in bearer, registered or in dematerialised book-entry form (respectively "Bearer Notes", "Registered Notes" and "Book-Entry Notes"); however, the 3(a)(2) Notes will be issued only as Registered Notes.

Notes may be issued whose return (whether in respect of any interest payable on such Notes and/or their redemption amount) is linked to one or more indices ("Index Linked Notes"), one or more shares or depositary receipts ("Equity Linked Notes"), one or more inflation indices ("Inflation Linked Notes"), one or more exchange traded fund shares ("ETF Linked Notes"), fund shares or units ("Fund Linked Notes"), the credit of a specified entity or entities ("Credit Linked Notes"), one or more foreign exchange rates ("Foreign Exchange (FX) Rate Linked Notes") or any combination thereof ("Combination Notes") as more fully described herein. Notes may provide that settlement will be by way of cash settlement ("Cash Settled Notes") or physical delivery ("Physically Settled Notes") as provided in the Issue Terms.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €4,000,000,000 (or its equivalent in other currencies). Notes may be issued on a continuing basis to one or more dealers appointed from time to time by the Issuer (the "Dealers" and each a "Dealer"). References in this Base Prospectus to the "relevant Dealer" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes as designated in each specific issue of Notes.

**Potential investors should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in the light of their own circumstances and financial condition. An investment in Notes may involve a high degree of risk and potential investors should be prepared to sustain a total loss of the purchase price of their Notes. For a discussion of these risks see the "Risk Factors" section on pages 11 to 49 below.**

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "EEA") and/or offered to the public in the EEA other than in the circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation (as defined below). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. This Base Prospectus has been approved as a base prospectus by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the "Prospectus Regulation"). The Central Bank of Ireland only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or Guarantor or the quality of the Notes that are the subject of

this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to Notes that are to be admitted to trading on the regulated market of Euronext Dublin (the "**Regulated Market**") or on another regulated market for the purposes of the Prospectus Regulation and/or that are to be offered to the public in any member state of the EEA in circumstances that require the publication of a prospectus.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to its official list (the "**Official List**") and trading on the Regulated Market. References in this Base Prospectus to Notes being listed (and all related references) shall mean that such Notes have been listed and admitted to the Official List and trading on the Regulated Market or any other stock exchange specified in the Issue Terms of the Notes. Euronext Dublin is a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**"). 3(a)(2) Notes will be Exempt Notes (as defined below) and will not be listed on any securities exchange or quotation system in the United States.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The Central Bank of Ireland has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes. Application will be made to the Luxembourg Stock Exchange for the approval of the Base Prospectus as Base Listing Particulars ("**Luxembourg Base Listing Particulars**") with respect to the Exempt Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Stock Exchange's Euro MTF Market (the "**Euro MTF**"). Application will be made to the Vienna Stock Exchange for the approval of the Base Prospectus as Base Listing Particulars ("**Vienna Base Listing Particulars**", and together with the Luxembourg Base Listing Particulars, the "**Base Listing Particulars**") with respect to the Exempt Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the Vienna Stock Exchange's Euro MTF (the "**Vienna MTF**"). The Euro MTF and the Vienna MTF are not regulated markets for the purposes of MiFID II. Save where expressly provided or the context otherwise requires, where Exempt Notes are to be admitted to trading on the Euro MTF or the Vienna MTF references in this document to Base Prospectus shall be construed to be to Base Listing Particulars.

Notes must not be offered, distributed or sold in Spain or to Spanish Residents who are not classified as Eligible Counterparties under MiFID II (as defined in "*Subscription and Sale and Transfer and Selling Restrictions – Spain*"). In addition, neither the Offering Documents nor any other marketing materials in relation to the Notes shall be distributed in Spain other than to Eligible Counterparties, and no publicity of any kind shall be made in Spain. The sale, transfer, or acquisition of Implicit Yield Notes (as defined in General Condition 2(j)), including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases.

If and to the extent the Notes will be publicly offered, directly or indirectly, in Switzerland in the meaning of the Swiss Federal Act on Financial Services of 15 June 2018 ("**FinSA**") or if the Notes shall be admitted to trading on a Swiss trading venue in the sense of the Swiss Federal Financial Market Infrastructure Act of 19 June 2015 ("**FMIA**"), e.g. the SIX Swiss Exchange, a prospectus pursuant to the requirements of Article 40 et seq. FinSA would be required as from 1 December 2020. Such requirement may be met on the basis of (i) an automatic recognition of this Base Prospectus in Switzerland under the rules of the FinSA by way of a notification of, and a registration of the Base Prospectus with, a Swiss prospectus office (a "**FinSA Prospectus Office**") pursuant to the rules of the FinSA, as implemented by the relevant FinSA Prospectus Office and (ii) depositing the relevant Final Terms with the FinSA Prospectus Office. Such a registration pursuant to (i) would be possible for a Base Prospectus that is approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation, i.e. for any Notes other than Exempt Notes.

Except to the extent the Base Prospectus is registered with the FinSA Prospectus Office under the rules of the FinSA, neither this Programme nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Programme nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland, unless the requirements of FinSA and FinSO for such public distribution are complied with.

None of the Notes constitute a participation in a collective investment scheme within the meaning of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("**CISA**") and are neither subject to the authorisation nor the supervision by the FINMA and investors do not benefit from the specific investor protection provided under the CISA.

This Base Prospectus is being provided in the United States to (i) a limited number of "qualified institutional buyers" (each a "**QIB**") as defined in Rule 144A under the Securities Act ("**Rule 144A**") who are also "qualified purchasers" (each a "**QP**") within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "**1940 Act**"), and the rules and regulations thereunder, and Institutional Accredited Investors (as defined below) (each an "**IAI**") who are also QPs that are investors in Notes issued by BBVA Global Markets B.V., (ii) a limited number of QIBs and IAI (none of which must be QPs) that are investors in Notes issued by BBVA Global Securities B.V. (other than 3(a)(2) Notes) and (iii) Accredited Investors (as defined below) (each an "**AI**") that are investors in 3(a)(2) Notes, in each case, for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. The Notes (other than the 3(a)(2) Notes), the Spanish Law Guarantee and any Entitlement(s) (as defined below) have not been and will not be registered under the Securities Act or any U.S. state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**") unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. The 3(a)(2) Notes and the New York Law Guarantee will be offered pursuant to an exemption from registration provided by Section 3(a)(2) of the Securities Act. The 3(a)(2) Notes and the New York Law Guarantee are not required to be, and have not been, registered under the Securities Act or with any governmental authority. See "*Form of the Notes*" for a description of the manner and form in which Notes will be issued. The Notes are subject to certain restrictions on transfer, see "*Subscription and Sale and Transfer and Selling Restrictions*". Notes (other than 3(a)(2) Notes) offered in the United States subject to the foregoing restrictions may be offered by BBVA Securities Inc. (in such capacity, the "**Initial Purchaser**"). The Notes, the Guarantee and any Entitlement(s) do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the United States Commodity Exchange Act, as amended (the "**CEA**"), and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission pursuant to the CEA. The Notes are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency of the United States or any other jurisdiction. BBVA Securities Inc. is an affiliate of BBVA Global Securities B.V. and the Guarantor and, as such, will have a "conflict of interest" in any offering of 3(a)(2) Notes in which it participates, as either principal or agent, within the meaning of Rule 5121 of the Financial Industry Regulatory Authority ("**FINRA**") (or any successor rule thereto) ("**Rule 5121**"). Consequently, any such offering will be conducted in compliance with the provisions of Rule 5121. See "*Subscription and Sale and Transfer and Selling Restrictions—Conflicts of Interest*".

**IMPORTANT – EEA RETAIL INVESTORS** - If the Issue Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, as amended or superseded (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended or superseded (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT – SWISS RETAIL INVESTORS** - If and to the extent the Notes will be offered, sold or advertised, directly or indirectly to retail clients (*Privatkundinnen und -kunden*) ("**Retail Clients**") pursuant to Article 4 para. 2 FinSA a key investor document (*Basisinformationsblatt*) in the sense of Article 58 et seq. of FinSA relating to the Notes (a "**FinSA-KID**") would need to be prepared, unless the Retail Clients shall receive a key information document

pursuant to the PRIIPs Regulation instead of a FinSA-KID. Prior to 1 January 2022, the issuer may use a Swiss simplified prospectus in the sense of the CISA ("Swiss Simplified Prospectus") instead of a FinSA-KID or a key information document pursuant to the PRIIPs Regulation.

**IMPORTANT – UK RETAIL INVESTORS** – If the applicable Issue Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**MIFID II PRODUCT GOVERNANCE TARGET MARKET** – The applicable Issue Terms in respect of any Notes may include a legend entitled "MifID II Product Governance Target Market" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "MifID Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

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

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**EU BENCHMARK REGULATION** – Amounts payable under the Notes or assets deliverable under the Notes may be calculated or otherwise determined by reference to certain reference rates, indices or other variables, which may constitute a benchmark under the Benchmark Regulation (EU Regulation 2016/1011 – "BMR"). If any such reference rate, index or variable does constitute such a benchmark, the relevant Issue Terms in respect of any Notes which are not Exempt Notes will indicate whether or not the administrator thereof is included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the BMR. Not every reference rate, index or variable will fall within the scope of the Benchmarks Regulation. Furthermore, transitional provisions in the BMR may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Issue Terms. The registration status of any administrator under the BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update any Issue Terms to reflect any change in the registration status of any administrator.

**Each of BBVA Global Markets B.V. and BBVA Global Securities B.V. is incorporated under Dutch law and has its seat in Amsterdam, the Netherlands but has its tax residency in Spain. The Guarantor is incorporated and has its tax residency in Spain. The guarantor in respect of the 3(a)(2) Notes is Banco Bilbao Vizcaya Argentaria, S.A., acting through its New York Branch. Potential investors should note the statements on pages [478] to [484] (inclusive) regarding the tax treatment in Spain of income obtained in respect of the Notes.**

The Issuer and the Guarantor may agree with the relevant Dealer that Notes may be issued in a form not contemplated by the "Terms and Conditions of the Notes" set out herein, in which event a Supplement to this Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

In connection with any offering of Notes under this Base Prospects, the Dealers are not acting for anyone other than the Issuer and will not be responsible to anyone other than the Issuer for providing the protections afforded to their clients nor for providing advice in relation to the offering.

***Arranger***

**BBVA**

***Dealers***

**BBVA**

**BBVA Securities Inc.**

The date of this Base Prospectus is 9 February 2021.

Notice of the Aggregate Nominal Amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes (other than in the case of Exempt Notes) will be set out in a final terms document (the "**Final Terms**") which will be filed with the Central Bank and published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)). In the case of Exempt Notes, notice of the Aggregate Nominal Amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the "**Pricing Supplement**").

References herein to "**Issue Terms**" mean either (i) where the Notes are not Exempt Notes, the applicable Final Terms or (ii) where the Notes are Exempt Notes, the applicable Pricing Supplement, and references should be construed accordingly. Copies of the Issue Terms will be available from the specified office set out below of the Principal Paying Agent (as defined below).

The Issuer and the Guarantor (the "**Responsible Persons**") accept responsibility for the information contained in this Base Prospectus and the Issue Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Responsible Persons the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus. Other than in relation to the documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the Central Bank of Ireland.

The language of this Base Prospectus is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of this Base Prospectus.

The Dealer(s) have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealer(s) as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer or 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 Issuer or the Guarantor in connection with the Programme.

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

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

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealer(s) expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

#### **IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF NOTES GENERALLY**

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The

distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Guarantor and the Dealer(s) do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantor or the Dealer(s) which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither the Offering Documents nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession the Offering Documents or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of the Offering Documents and the offering and sale of Notes. In particular, there are restrictions on the distribution of the Offering Documents and the offer or sale of Notes in, without limitation, Japan, the United States and the EEA (including, without limitation, the United Kingdom, Spain, the Republic of Italy, Germany and France) (see "*Subscription and Sale and Transfer and Selling Restrictions*").

This Base Prospectus has been prepared on a basis that would permit an offer of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) only in circumstances where there is an exemption from the obligation under the Prospectus Regulation to publish a prospectus. As a result, any offer of Notes in any member state of the EEA or the UK (each, a "**Relevant State**") must be made pursuant to an exemption under Article 1(4) of the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer of Notes in that relevant Member State may only do so in circumstances in which no obligation arises for the Issuer, the Guarantor or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, unless specified otherwise in the applicable Final Terms.

The Notes will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. This document does neither constitute a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange nor any other regulated trading facility in Switzerland or a simplified prospectus in the sense of the CISA. **The Notes do not constitute a collective investment scheme within the meaning of the CISA. Therefore, they are not subject to authorisation by the Swiss Financial Market Supervisory Authority FINMA and potential investors do not benefit from the specific investor protection provided under the CISA. Investors bear the credit risk of the Issuer and the Guarantor.**

Notes must not be offered, distributed or sold in Spain or to Spanish Residents who are not classified as Eligible Counterparties under MiFID II (as described in "*Subscription and Sale and Transfer and Selling Restrictions – Spain*"). In addition, no publicity of any kind shall be made in Spain.

None of the Issuer, the Guarantor or the Dealer(s) makes any representation to any investor in the Notes regarding the legality of its investments under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

The Notes may not be a suitable investment for all investors. Each potential purchaser of Notes should realise that investing in the Notes entails significant risks and may not be appropriate for purchasers lacking financial expertise. Prospective purchasers should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances and ensure that its acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of its incorporation and/or in which it operates, and is a suitable investment for it to make. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisors, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable Supplement to this Base Prospectus and all the information contained in the Issue Terms;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the specified currency for principal or interest payments of the Notes is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (e) in respect of Notes linked to the performance of, without limitation, one or more, or a combination of, underlying shares or depositary receipts, indices, rates of interest, other rates, foreign exchange rates, exchange traded fund shares, funds, inflation indices and/or entities (together, "**Reference Items**" and each, a "**Reference Item**") (in respect of such Notes, together, "**Reference Item Linked Notes**" and each a "**Reference Item Linked Note**"), understands thoroughly (if necessary, in consultation with the investor's own legal, tax, accountancy, regulatory, investment or other professional advisers) the nature of each such Reference Item Linked Note; and
- (f) is 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.

None of the Issuer, the Guarantor, the Dealer or any affiliate of BBVA has given, and will not give, to any potential investor in Notes (either directly or indirectly) any assurance, advice, recommendation or guarantee as to the merits, performance or suitability of such Notes, and the investor should be aware that the Issuer is acting as an arm's-length contractual counterparty and not as an advisor or fiduciary.

In making an investment decision, investors must rely on their own examination of the Issuer and the Guarantor and the terms of the Notes being offered, including the merits and risks involved.

No website referred to in this Base Prospectus forms part of this Base Prospectus.

#### **SPANISH TAX RULES**

Article 44 of Royal Decree 1065/2007, of 27 July ("**RD 1065/2007**"), as amended by Royal Decree 1145/2011, of 29 July ("**RD 1145/2011**"), sets out the reporting obligations applicable to preference shares and debt instruments (including debt instruments issued at a discount for a period equal to or less than twelve months) issued under the First Additional Provision of Law 10/2014, of 26 June, on Organisation, Supervision and Solvency of Credit Entities ("**Law 10/2014**").

##### *General*

The procedure described in this Base Prospectus for the provision of information required by Spanish laws and regulations is a summary only. **Holders of Notes must seek their own advice to ensure that the relevant procedures to ensure correct tax treatment of their Notes are complied with.** None of the Issuer, the Guarantor, the Dealer(s), the Paying Agents, the European Clearing Systems or DTC assumes any responsibility therefor.

#### **NO HOLDING OF IMPLICIT YIELD NOTES BY SPANISH INDIVIDUALS**

The sale, transfer, or acquisition of Implicit Yield Notes (as defined below), including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "Spanish Individual") is forbidden in all cases. Any transfer of Implicit Yield Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will recognise any Spanish Individual as an owner of Implicit Yield Notes.

**"Implicit Yield Notes"** means Notes in respect of which the income derives from (a) the difference between the redemption amount and the issue price of the Notes, or (b), subject to the paragraph below, a combination of (i) an explicit coupon and (ii) the difference between the redemption amount and the issue price of the Notes.

For the purposes of this Base Prospectus and in accordance with Spanish tax regulations, Notes with the characteristics set out in (b) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The **"Interest Rate of Reference"** shall be the interest rate applicable to each calendar quarter determined by reference to 80 per cent. of the weighted average rate fixed in the preceding calendar quarter for a (a) 3 year Spanish Government Bond issues, if the Notes have a term of 4 years or less, (b) 5 year Spanish Government Bond issues, if the Notes have a term of more than 4 years but equal or less than 7 years, or (c) 10, 15 or 30 year Spanish Government Bond issues, if the Notes have a term of more than 7 years, all as determined by the Calculation Agent in a commercially reasonable manner.

## U.S. INFORMATION

This Base Prospectus is being provided in the United States to (i) a limited number of QIBs who are also QPs and Institutional Accredited Investors (each an "IAI") who are also QPs (each as defined under "*Form of Notes*") that are investors in Notes issued by BBVA Global Markets B.V., (ii) a limited number of QIBs and IAIs (none of which must be QPs) that are investors in Notes issued by BBVA Global Securities B.V. (other than 3(a)(2) Notes) and (iii) Accredited Investors (each an "AI") (as defined under "*Form of Notes*") that are investors in 3(a)(2) Notes, in each case, for informational use solely in connection with the consideration of the purchase of the Notes being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Neither the Notes, the Spanish Law Guarantee nor any Entitlement(s) have been or will be registered under the Securities Act. The 3(a)(2) Notes and the New York Law Guarantee will be offered pursuant to an exemption from registration provided by Section 3(a)(2) of the Securities Act. The 3(a)(2) Notes and the New York Law Guarantee are not required to be, and have not been, registered under the Securities Act or with any governmental authority. Trading in the Notes has not been approved by the CFTC under the CEA. Subject to certain exceptions, Notes (other than 3(a)(2) Notes) may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons. The Notes are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency of the United States or any other jurisdiction.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to United States persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and the regulations promulgated thereunder.

Registered Notes issued by BBVA Global Markets B.V. may be offered or sold within the United States only to QIBs who are also QPs or to IAIs who are also QPs and Registered Notes issued by BBVA Global Securities B.V. (other than 3(a)(2) Notes) may be offered or sold within the United States only to QIBs or to IAIs, in each case, in transactions exempt from registration under the Securities Act in reliance on Rule 144A or any other applicable exemption. 3(a)(2) may be offered or sold only to AIs. Each U.S. purchaser of Registered Notes (other than 3(a)(2) Notes) is hereby notified that the offer and sale of any Registered Notes to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A and one or more exemptions and/or exclusions from regulation under the CEA, as amended.

Purchasers of Definitive IAI Registered Notes (as defined under "*Form of Notes – Registered Notes*") and Notes represented by a Rule 144A Global Note will be required to execute and deliver an Investment Letter (as defined under "*Terms and Conditions of the Notes*"). Each purchaser or holder of Definitive IAI Registered Notes, Notes represented by a Rule 144A Global Note or any Notes issued in registered form in exchange or substitution therefor (together "**Legended Notes**") will be deemed, by its acceptance or purchase of any such Legended Notes, to have made certain representations and agreements intended to restrict the resale or other transfer of such Notes as set out in "*Subscription and Sale and Transfer and Selling Restrictions*". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "*Form of Notes*".

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission, the New York Superintendent of Financial Services or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Base Prospectus or confirmed the accuracy or determined the adequacy of the information contained in this Base Prospectus. Any representation to the contrary is unlawful.

In addition, the Notes may not be offered, sold or transferred to any U.S. person that is a benefit plan investor, is using the assets of a benefit plan investor to acquire such Notes or that will at any time hold such Notes for a benefit plan investor (including assets that may be held in an insurance company's separate or general accounts where assets in such accounts may be deemed "plan assets" for purposes of ERISA). For the purposes hereof, the term "**benefit plan investor**" means (A) any employee benefit plan (as defined in section 3(3) of ERISA), (B) any plan described in section 4975(e)(1) of the U.S. Internal Revenue Code, or (C) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (within the meaning of the U.S. Department of Labor Regulations section 2510.3-101 as modified by section 3(42) of ERISA) and the term "**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

## **AVAILABLE INFORMATION**

To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are "restricted securities" within the meaning of the Securities Act, each of Issuer and the Guarantor have undertaken in a deed poll dated 10 November 2009 (in the case of notes issued by BBVA Global Markets B.V.) or in a deed poll dated 9 February 2021 (in the case of notes issued by BBVA Global Securities B.V.) (the deed poll applicable to a Tranche of Notes, the "**Deed Poll**") to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Notes remain outstanding as "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act and the Issuer or the Guarantor, as the case may be, is neither a reporting company under Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

## **SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES**

The Issuer and the Guarantor are corporations organised under the laws of the Netherlands and Spain respectively. All or most of the officers and directors of the Issuer and the Guarantor named herein reside outside the United States and all or a substantial portion of the assets of the Issuer 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 the Netherlands and Spain upon the Issuer and Spain upon the Guarantor or such persons, or to enforce judgments against them obtained in courts outside the Netherlands and Spain predicated upon civil liabilities of the Issuer and the Guarantor or such directors and officers under laws other than the laws of the Netherlands and the laws of Spain, including any judgment predicated upon United States federal securities laws.

## TABLE OF CONTENTS

GENERAL DESCRIPTION OF THE PROGRAMME .....	10
RISK FACTORS .....	11
DOCUMENTS INCORPORATED BY REFERENCE .....	50
TERMS AND CONDITIONS OF THE NOTES .....	52
Annex 1          Additional Terms and Conditions for Payouts .....	100
Annex 2          Additional Terms and Conditions for Index Linked Notes .....	137
Annex 3          Additional Terms and Conditions for Equity Linked Notes .....	150
Annex 4          Additional Terms and Conditions for ETF Linked Notes .....	167
Annex 5          Additional Terms and Conditions for Fund Linked Notes .....	184
Annex 6          Additional Terms and Conditions for Inflation Linked Notes .....	195
Annex 7          Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes .....	201
Annex 8          Additional Terms and Conditions for Credit Linked Notes .....	213
Annex 9          USD LIBOR Benchmark Transition Event .....	286
FORM OF NOTES .....	290
FORM OF FINAL TERMS FOR NON-EXEMPT NOTES .....	297
FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES .....	375
FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)	449
USE OF PROCEEDS .....	453
BOOK-ENTRY CLEARANCE SYSTEMS .....	455
DESCRIPTION OF BBVA GLOBAL MARKETS B.V.....	461
DESCRIPTION OF BBVA GLOBAL SECURITIES B.V.....	465
DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.....	467
TAXATION .....	488
SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS .....	532
GENERAL INFORMATION.....	558

## **GENERAL DESCRIPTION OF THE PROGRAMME**

### **GENERAL DESCRIPTION OF THE PROGRAMME**

The following overview does not purport to be complete and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms or the applicable Pricing Supplement.

Under the Programme, the Issuer may from time to time issue Notes. The issue terms of each Tranche of Notes will be agreed between the Issuer, the Guarantor and the Dealer(s) prior to the issue of such Tranche. The issue terms of each Tranche of Notes other than Exempt Notes will be set out and completed by Part A of the applicable Final Terms or as modified and/or supplemented, as applicable. The issue terms of each Tranche of Exempt Notes, will be set out in a pricing supplement documented by Part A of the applicable Pricing Supplement and in the case of a further issue of Exempt Notes in bearer form, at the election of the Issuer, as set out in and amended by the Tranche specific terms in a fungible tranche Pricing Supplement.

## RISK FACTORS

## RISK FACTORS

*In purchasing Notes, investors expose themselves to the risk that the Issuer and the Guarantor may become insolvent, subject to early intervention or resolution measures, or otherwise be unable to make all payments due in respect of the Notes. Each of the Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur.*

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or otherwise perform its obligations in connection with any Notes may occur for other reasons which may not be considered significant risks by either the Issuer or the Guarantor based on information currently available to them or 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 in the Notes should consider carefully, among other things in the light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below (which each of the Issuer and the Guarantor, in its reasonable opinion, believes represent or may represent the risk factors known to it which may affect the Issuer's and/or the Guarantor's ability to fulfil its obligations under the Notes) in making an investment decision. Noteholders may lose the value of their entire investment in certain circumstances.

References herein to "BBVA" or to the "Bank" shall be read and construed as references to the Guarantor.

The Risk Factors set out below appear under the following headings:

**1. Risk Factors relating to the Issuer.**

- 1.1 The Issuer is dependent on the Guarantor to make payments on the Notes
- 1.2 Certain considerations in relation to the forum upon insolvency of the Issuer

**2. Risk Factors relating to the Guarantor.**

- 2.1 Macroeconomic Risks and COVID-19 Consequences
- 2.2 Business Risks
- 2.3 Financial Risks
- 2.4 Legal, Regulatory, Tax and Compliance Risks
- 2.5 Operational Risks

**3. Risk Factors relating to the Notes.**

- 3.1 The Notes may not be a suitable investment for all investors.
- 3.2 Risk Factors associated with Notes that are linked to one or more specific types of Reference Items.
- 3.3 Risk Factors associated generally with Notes that are linked to Reference Item(s).
- 3.4 Risk Factors relating to the structure of a particular issue of Notes
- 3.5 Risk Factors regarding the Notes generally.

## RISK FACTORS

### 1. Risk Factors relating to the Issuer

#### 1.1 The Issuer is dependent on the Guarantor to make payments on the Notes

The Issuer is a wholly-owned subsidiary of the Guarantor which was established for the purpose of, among others, issuing Notes and on-lending the proceeds within the Group. The Issuer is therefore dependent upon other members of the Group paying interest on and repaying their loans in a timely fashion. Should the Guarantor fail to pay interest on or repay any loan in a timely fashion this will have a material adverse effect on the ability of the Issuer to fulfil its obligations under Notes issued under the Programme.

By virtue of its dependence on the Guarantor, each of the risks described below that affect the Guarantor will also indirectly affect the Issuer.

#### 1.2 Certain considerations in relation to the forum upon insolvency of the Issuer

In the event of insolvency of the Issuer, the court having jurisdiction to open insolvency proceedings and the law applicable to those proceedings and their effects will be determined in accordance with the provisions of Council Regulation (EC) No 848/2015, of 20 May 2015, on insolvency proceedings ("Regulation 848/2015"), the Royal Legislative Decree 1/2020, of 5 May 2020, that approved the reinstated provisions of the Spanish Insolvency Law 22/2003, of 9 July 2003, as amended (the "Spanish Insolvency Law") and the Dutch Insolvency Law (faillissementswet) of 30 September 1893, as amended (the "Dutch Insolvency Law"). Pursuant to these provisions, the courts of the place where the Issuer has its centre of main interests shall have jurisdiction to open insolvency proceedings against it and the law applicable to the insolvency proceedings and their effects will be the law of the place where such proceedings are opened.

Under Regulation 848/2015 the centre of main interests should correspond to the place where the debtor conducts the administration of its interests on a regular basis and is therefore ascertainable by third parties. In the case of a company or legal person, Regulation 848/2015 presumes, in the absence of proof to the contrary, that the place of its registered office is the centre of its main interests. Based on this presumption a Dutch court may consider that it has jurisdiction to open insolvency proceedings against the Issuer. Notwithstanding this presumption, it is arguable that the centre of main interests of the Issuer should be considered to be located in Spain and that the Spanish courts should be the courts with jurisdiction to open insolvency proceedings against it. In addition, even if the centre of main interests of the Issuer were not in Spain, the Spanish court could still open insolvency proceedings (named territorial insolvency proceedings) if they consider that the Issuer has an establishment within the territory of Spain, the effects of which would be limited to the assets of the Issuer situated in Spain.

Noteholders should be aware that, in accordance with the above, in the case of an eventual insolvency of the Issuer, there is uncertainty as to whether the insolvency proceedings would be opened in the Netherlands or in Spain.

### 2. Risk Factors relating to the Guarantor

The description of the risks inherent to the activity of the BBVA Group, its businesses and its operations, as well as the quantitative information on the different risks, based on data referring to the 2019, 2018 and 2017 financial years, and, where appropriate, data referring to the three-month period ended 30 September 2020, are described in this section and it complements what is included in the Consolidated Annual Accounts and Consolidated Management Report for the year ended 31 December 2019, 2018 and 2017 and the quarterly report for the three months ended 30 September 2020.

In the Chapter of Risk Management of the Management Report attached to the Consolidated Annual Accounts for 2019, both the risk factors and the risk principles and policies of the BBVA Group are indicated, as well as the corporate governance scheme on risk management, the internal control model and the tools, circuits and relevant procedures.

The main risk factors that the BBVA Group takes into consideration at the date of this Base Prospectus are detailed below.

#### 2.1 Macroeconomic Risks and COVID-19 Consequences

##### *The coronavirus (COVID-19) pandemic is adversely affecting the Group*

The coronavirus (COVID-19) pandemic has affected, and is expected to continue to adversely affect, the world economy and economic activity and conditions in the countries in which the Group operates, leading many of

## RISK FACTORS

them to economic recession. Among other challenges, these countries are experiencing widespread increases in unemployment levels and falls in production, while public debt has increased significantly due to support and spending measures implemented by government authorities. In addition, there has been an increase in debt defaults by both companies and individuals, volatility in the financial markets, volatility in exchange rates and falls in the value of assets and investments, all of which have adversely affected the Group's results in the first nine months of 2020, and are expected to continue affecting the Group's results in the future.

Furthermore, the Group may be affected by the measures adopted by regulatory authorities in the banking sector, including but not limited to, the recent reductions in reference interest rates, the relaxation of prudential requirements, the suspension of dividend payments until 1st October, 2020, the adoption of moratorium measures for bank customers (such as those included in Royal Decree Law 11/2020 in Spain, as well as in the CECA-AEB agreement to which BBVA has adhered and which, among other things, allows loan debtors to extend maturities and defer interest payments) and facilities to grant credit with the benefit of public guarantees, especially to companies and self-employed individuals, as well as changes in the financial asset purchase programmes.

Since the outbreak of COVID-19, the Group has experienced a decline in its activity. For example, the granting of new loans to individuals has significantly reduced since the beginning of the state of emergency or periods of confinement decreed in certain countries in which the Group operates. In addition, the Group faces various risks, such as an increased risk of deterioration in the value of its assets (including financial instruments valued at fair value, which may suffer significant fluctuations) and of the securities held for liquidity reasons, a possible significant increase in non-performing loans ("NPLs"), a negative impact on the Group's cost of financing and on its access to financing (especially in an environment where credit ratings are affected).

In addition, in several of the countries in which the Group operates, including Spain, the Group has temporarily closed a significant number of its offices and reduced hours of working with the public, and the teams that provide central services have been working remotely. These measures are being gradually reversed in some regions, such as Spain, however, due to the continued presence of the COVID-19 pandemic, it is unclear how long it will take for normal operations to be fully resumed. The COVID-19 pandemic could also adversely affect the business and operations of third parties that provide critical services to the Group and, in particular, the greater demand and/or reduced availability of certain resources could in some cases make it more difficult for the Group to maintain the required service levels. Furthermore, the increase in remote working has increased the risks related to cybersecurity, as the use of non-corporate networks has increased.

As a result of the above, the COVID-19 pandemic has had an adverse effect on the Group's results and on the Group's capital base. During the first six months of the year 2020, the main accumulated impacts were:

(i) an increase in the cost of risk associated with lending activity, mainly due to the deterioration of the macroeconomic environment, which has had a negative impact of €2,009 million on the Group (including the initial adverse effect of payment deferrals implemented in response to the COVID-19 pandemic) and provisions for credit risk and contingent commitments of €95 million; and

(ii) a deterioration in the goodwill of the Group's subsidiary in the United States, mainly due to the deterioration of the macroeconomic scenario in the United States, which has had a net negative impact of €2,084 million on the Group's attributed profit in this period, although this impact does not affect the tangible book value, nor the solvency or the liquidity of the Group. After 30th June, 2020, the specific impact of the general deterioration of the global macroeconomic environment on the Group's consolidated results cannot be isolated.

The final magnitude of the impact of the COVID-19 pandemic on the Group's business, financial condition and results of operations, which is expected to be significant, will depend on future and uncertain events, including the intensity and persistence over time of the consequences arising from the COVID-19 pandemic in the different geographies in which the Group operates.

***A deterioration in economic conditions or the institutional environment in the countries where the Group operates could have a material adverse effect on the Group's business, financial condition and results of operations***

The Group is sensitive to the deterioration of economic conditions or the alteration of the institutional environment of the countries in which it operates, and especially of Spain, Mexico, the United States and Turkey, which respectively represented 55.5 per cent., 13.9 per cent., 13.4 per cent. and 8.0 per cent. of the Group's assets as of 30th September, 2020 (52.3 per cent., 15.6 per cent., 12.7 per cent. and 9.2 per cent. as of 31st December, 2019, respectively). Additionally, the Group is exposed to sovereign debt in these geographies.

Currently, the world economy is facing several exceptional challenges. In particular, the crisis derived from the

## RISK FACTORS

COVID-19 pandemic has abruptly and significantly deteriorated the economic conditions and prospects of the countries in which the Group operates, leading many of them to an economic recession in 2020. Furthermore, this crisis could lead to a deglobalisation of the world economy, produce an increase in protectionism or barriers to immigration, fuel the trade war between the United States and China and result in a general withdrawal of international trade in goods and services, as well as having other effects of long duration that transcend the pandemic itself. Added to this is the uncertainty regarding the United Kingdom's (the "UK") exit from the EU ("Brexit"). The long-term effects of Brexit will depend on the relationship between the UK and the EU after its complete exit from the European Single Market, currently scheduled for 31<sup>st</sup> December, 2020. Furthermore, in a scenario as uncertain as the current one, with prospects of a severe correction in activity worldwide, emerging economies (to which the Group is significantly exposed, particularly in the case of Mexico and Turkey) could be particularly vulnerable to a trade war or if there were changes in the financial risk appetite. Likewise, the possible triggering of a disorderly deleveraging process in China would pose a significant risk to these economies.

Thus, the Group faces, among others, the following general risks to the economic and institutional environment in which it operates: a deterioration in economic activity in the countries in which it operates, which could lead to an economic recession in some or all of those countries; more intense deflationary pressures or even deflation; variations in exchange rates; a very low interest rate environment, or even a long period of negative interest rates in some regions where the Group operates; an unfavourable evolution of the real estate market, to which the Group remains significantly exposed; very low oil prices; changes in the institutional environment in the countries in which the Group operates that could lead to sudden and sharp falls in GDP and / or regulatory changes; a growing public deficit that could lead to downgrades in sovereign debt credit ratings and even a possible default or restructuring of such debt; and episodes of volatility in markets, such as those currently being experienced, which could lead the Group to register significant losses.

### 2.2 Business Risks

*The Group's businesses are subject to inherent risks concerning borrower and counterparty credit quality, which have affected and are expected to continue to affect the recoverability and value of assets on the Group's balance sheet*

The total maximum credit risk exposure of the Group as of 30th September, 2020 was €815,226 million (€809,786 million, €763,082 million and €763,165 million as of 31st December, 2019, 2018 and 2017, respectively). The Group has exposures to many different products, counterparties and obligors and the credit quality of its exposures can have a significant effect on the Group's earnings. Adverse changes in the credit quality of the Group's borrowers and counterparties or collateral, or in their behaviour or businesses, may reduce the value of the Group's assets, and materially increase the Group's write-downs and loss allowances. Credit risk can be affected by a range of factors, including an adverse economic environment, reduced consumer, corporate or government spending, global economic slowdown, changes in the rating of individual contractual counterparties, their debt levels and the economic environment in which they operate, increased unemployment, reduced asset values, increased retail or corporate insolvency levels, reduced corporate profits, changes (and the timing, quantum and pace of these changes) in interest rates, counterparty challenges to the interpretation or validity of contractual arrangements and any external factors of a legislative or regulatory nature.

Non-performing or impaired financial customer loans have been negatively affecting, and could continue to affect, the Group's results given the increasing economic uncertainty. As of 30th September, 2020 and 31<sup>st</sup> December, 2019, the Group had a 3.8 per cent. and 3.8 per cent. NPL ratio (as defined in "Alternative Performance Measures" of the Management Report) compared to 3.9 per cent. and 4.6 per cent. as of 31<sup>st</sup> December, 2018 and 2017, respectively. NPL rates have been reducing in recent years in part due to low interest rates, which have improved clients' ability to pay, but the risk of an increase in NPLs has increased significantly due to the effects of the COVID-19 pandemic.

In addition, it is possible that the current scenario of economic deterioration translates into a decrease in the prices of real estate assets in Spain and other countries. As of 31st December, 2019, the Group's exposure to the construction and real estate sectors (which excludes the mortgage portfolio) in Spain was equivalent to €9,943 million, of which €2,649 million corresponded to construction loans and construction sector activities related to the development of the real estate sector in Spain (representing 1.4 per cent. of the Group's loans and advances to customers in Spain (excluding the public sector) and 0.4 per cent. of the Group's consolidated assets). The Group continues to be exposed to the real estate market, mainly in Spain, due to the fact that many of its loans are secured by real estate assets, due to the significant volume of real estate assets that it maintains on its balance sheet, and due to its participation in real estate companies such as Metrovacesa, S.A. and Divarian Propiedad, S.A ("Divarian"). The total real estate exposure, including developer credit, foreclosed assets and

## RISK FACTORS

other assets, reflected a coverage rate of 52 per cent. in Spain as of 31st December, 2019. A fall in the prices of real estate assets in Spain and other countries would reduce the value of such participations as well as the security for the loans granted by the Group secured over such real estate assets and credits and, therefore, in the event of default, the amount of the "expected losses" related to those loans and credits would increase. In addition, it could also have a significant adverse effect on the default rates of the Group's residential mortgage portfolio, the balance of which, as of 30th September, 2020, was €104,112 million at a global level (as of 31st December, 2019, 2018 and 2017, €110,500, €111,528 and €112,274 million respectively).

The magnitude, timing and pace of any increase in default rates will be key for the Group. Furthermore, it is possible that the Group has incorrectly assessed the creditworthiness or willingness to pay of its borrowers and counterparties, that it has underestimated the credit risks and potential losses inherent in its credit exposure and that it has made insufficient provisions for such risks in a timely manner. These processes, which have a crucial impact on the Group's results and financial condition, require difficult, subjective and complex calculations, including forecasts of the impact that macroeconomic conditions could have on these borrowers and counterparties. In particular, the current uncertainty about economic conditions may harm the processes followed by the Group to estimate the losses derived from its exposure to credit risk, which could influence the adequacy of the provisions for insolvencies provided by the Group. An increase in non-performing or low-quality loans could significantly and adversely affect the Group's business, financial condition and results of operations.

### ***The Group's business is particularly vulnerable to volatility in interest rates***

The Group's results of operations are substantially dependent upon the level of its net interest income, which is the difference between interest income from interest-earning assets and interest expense on interest-bearing liabilities. As of 30th September, 2020 and 31st December, 2019, the interest margin with respect to the gross margin was 72 per cent. and 74 per cent., respectively. Interest rates are highly sensitive to many factors beyond the Group's control, including fiscal and monetary policies of governments and central banks, regulation of the financial sectors in the markets in which it operates, domestic and international economic and political conditions and other factors. In this sense, the COVID-19 pandemic has triggered a process of the cutting of benchmark interest rates, which, moreover, will foreseeably take longer to subsequently be increased and will do so at a slower rate than previously foreseen. It is possible that changes in market interest rates, which could be negative in some cases, and the reform of benchmarks, affect the interest the Group receives on its profitable assets differently from the interests that the Group pays for its liabilities at cost (in addition to assuming, with regard to such benchmark reform, other considerable risks, including legal and operational risks). This, in turn, may lead to a reduction in the Group's net interest margin, which could have a significant adverse effect on its results.

Furthermore, a rise in interest rates could reduce the demand for credit and the Group's ability to generate credit for its clients, as well as contribute to an increase in the credit default rate. As a result of these and the above factors, significant changes or volatility in interest rates could have a material adverse effect on the Group's business, financial condition or results of operations.

### ***The Group faces increasing competition in its business lines***

The markets in which the Group operates are highly competitive and it is estimated that this trend will continue in the coming years with the increasing entry of non-bank competitors (some of which have large client portfolios and strong recognition of their brands) and the emergence of new business models. According to data from the Financial Stability Board (the "FSB") in its Global Monitoring Report on Non-Bank Financial Intermediation 2019, globally, at the end of 2018, banks had a share of close to 40 per cent. of total financial assets and non-traditional providers had 30 per cent. Although the Group is making efforts to anticipate these changes, betting on its digital transformation, its competitive position is undermined by the regulatory asymmetry that benefits non-bank operators. For example, banking groups are subject to prudential regulations that have implications for most of their businesses, including those in which they compete with non-bank operators that are only subject to specific regulations of the activity they develop or that benefit from loopholes existing in the regulatory framework. Furthermore, when banking groups carry out financial activities through the use of new technologies, they are generally subject to additional internal governance rules that place the Group at a competitive disadvantage to attract and retain digital talent, including founders and management teams of the acquired companies. Furthermore, banking groups often face obstacles in engaging in new, unregulated activities. In the event that the Group cannot successfully compete in such markets, its business, financial condition and results could be significantly and adversely affected.

Furthermore, the widespread adoption of new technologies, including cryptocurrencies and payment systems, could require substantial expenses to modify or adapt existing products and services as the Group continues to

## RISK FACTORS

increase its mobile and internet banking capabilities. Likewise, the increasing use of these new technologies and mobile banking platforms could have an adverse impact on the Group's investments in facilities, equipment and employees of the branch network. A faster pace of transformation towards mobile and online banking models could require changes in the Group's commercial banking strategy, including the closure or sale of some branches and the restructuring of others and its employees. These changes could mean losses in these assets and force increases in expenses to renovate, reconfigure or close branches and transform the Group's commercial network. Failure to effectively implement such changes could have a material adverse impact on the Group's competitive position.

### ***The Group faces risks related to its acquisitions and divestitures***

The Group has carried out both acquisitions and sale transactions of relevant entities and businesses over the past few years and plans to participate in these types of transactions in the future. As of the date of this Base Prospectus, the corresponding regulatory authorisations for the sale of BBVA's interest in BBVA USA Bancshares, Inc., and indirectly the sale of the bank, BBVA USA, are pending as well as those for the sale of BBVA's interest in Banco Bilbao Vizcaya Argentaria Paraguay, S.A. ("BBVA Paraguay")

However, the planned transactions may not be completed on time or at a reasonable cost, or may have a different outcome than expected. In addition, it is possible that transactions desired by the Group may not be carried out. Transactions of this type typically involve the integration of operations, technologies and teams with different cultures, objectives and values, which is a challenge in itself. Furthermore, the Group's results could also be adversely affected by expenses related to the acquisition or divestment itself, the amortisation of expenses related to intangible assets, and impairment charges on long-term assets, including associated goodwill. As of 30th September, 2020, the goodwill recorded by the Group amounted to €2,611 million.

In some cases, acquisition or divestment transactions give rise to joint ventures with third parties, which exposes the Group to other risks, such as the existence of disagreements with its partners, as well as the possible exposure of the Group to problems faced by those partners.

In addition, acquisition and sale transactions expose the Group to the risk of being involved in litigation or claims by the Group's counterparties in such transactions, dismissed employees, customers or third parties. In addition, with respect to divestments, the Group could be required to indemnify the purchaser with respect to such litigation or claims or other matters. Any of these factors could have a significant adverse impact on the Group's business, financial position and results of operations.

### ***The Group faces risks derived from its international geographic diversification and its significant presence in emerging countries***

The Group is made up of commercial banks, insurance companies and other financial services companies in various countries and its performance as a global business depends on its ability to manage its different businesses under various economic, social and political conditions, facing different normative and regulatory requirements in many of the jurisdictions in which it operates (including, among others, different supervisory regimes and different fiscal and legal regimes regarding the repatriation of funds or the nationalisation or expropriation of assets). In addition, the Group's international operations may expose it to risks and challenges to which its local competitors may not be exposed, such as currency risks (as of 31st December, 2019, approximately 48.1 per cent. of the Group's assets and 45.5 per cent. of the liabilities, were denominated in currencies other than the euro), the difficulty in managing or supervising a local entity from abroad, political risks (which could only affect foreign investors) or limitations on the distribution of dividends, thus worsening its position compared to that of local competitors.

There can be no guarantee that the Group will be successful in developing and implementing policies and strategies in all of the countries in which it operates, some of which have experienced significant economic, political and social volatility in recent decades. In particular, the Group has significant operations in several emerging countries, such as Mexico and Turkey, and is therefore vulnerable to the deterioration of these economies. Emerging markets are generally affected by the situation of other commercially or financially related markets and by the evolution of global financial markets in general (they may be affected, for example, by the evolution of interest rates in the United States and the exchange rate of the US dollar), as well as, in some cases, due to fluctuations in the prices of commodities. The perception that the risks associated with investing in emerging economies have increased, in general, or in emerging markets where the Group operates, in particular, could reduce capital flows to those economies and negatively affect such economies.

The Group's activity in emerging countries could also be exposed to additional political risks. For example, the Group's activities in Venezuela (which is an economy that is considered to be highly inflationary and so the financial statements of the Group entities located in Venezuela are adjusted to correct for the effects of inflation

## RISK FACTORS

in accordance with IAS 29 "Financial Information in hyperinflationary economies") are subject to a high risk of changes in government policies, such as expropriation, nationalisation, international property legislation, interest rate limits, exchange controls, government restrictions on dividends and fiscal policies.

### 2.3 Financial Risks

#### ***BBVA has a continuous demand for liquidity to finance its activities and the withdrawal of deposits or other sources of liquidity could significantly affect it***

Traditionally, one of the Group's main sources of financing has been savings accounts and demand deposits. As of 30th September, 2020, the balance of customer deposits represented 72 per cent. of the Group's total financial liabilities at amortised cost. However, the volume of wholesale and retail deposits can fluctuate significantly, including as a result of factors beyond the Group's control, such as general economic conditions, changes in economic policy or administrative decisions that diminish their attractiveness as savings instruments (for example, as a consequence of changes in taxation, coverage by guarantee funds for deposits or expropriations) or competition from other savings or investment instruments (including deposits from other banks).

Likewise, the Group depends on market confidence for its short and long-term wholesale financing. In this regard, increases in the Group's interest rates and credit spreads could significantly increase its financing cost. Changes in credit spreads are motivated by market factors and may be influenced by the market's perception of the Group's solvency. As of 30th September, 2020, the balance of debt securities issued represented 12.2 per cent. of the total financial liabilities at amortised cost of the Group.

In addition, the Group has made and continues to make significant use of public sources of liquidity, such as the European Central Bank's ("ECB") extraordinary measures taken in response to the financial crisis since 2008 or those taken in the face of the crisis caused by the COVID-19 pandemic. The relaxation of the conditions of the Targeted Long Term Refinancing Operations ("TLTRO") III have increased the maximum amount that BBVA could receive from €21,000 million to €35,000 million, of which at 30th September, 2020, €35,000 million had been made available to BBVA (€7,000 million as of each of December 2019 and September 2020, and €21,000 as of June 2020, with three amortisations of the TLTRO II programme for an amount of €9,700 million as of December 2019 and €7,000 million as of each of March 2020 and September 2020). However, the conditions of this or other programmes could be revised or these programmes could be cancelled.

In the event of a withdrawal of deposits or other sources of liquidity, especially if it is sudden or unexpected, the Group may not be able to finance its financial obligations or meet the minimum liquidity requirements that apply to it, and may be forced to incur higher financial costs, liquidate assets and take additional measures to reduce their level of leverage. Furthermore, BBVA could be subject to the adoption of early action measures or, ultimately, to the adoption of a resolution measure by the Relevant Spanish Resolution Authority.

**"Relevant Spanish Resolution Authority"** means any of the Spanish Fund for the Orderly Restructuring of Banks (*Fondo de Restructuración Ordenada Bancaria*), the European Single Resolution Mechanism and, as the case may be, according to Law 11/2015, RD 1012/2015 and the SRM Regulation, the Bank of Spain and the Spanish Securities Market Commission (CNMV) or any other entity with the authority to exercise the Spanish Bail-in Power from time to time.

#### ***BBVA and some of its subsidiaries depend on their credit ratings, as well as that given to the sovereign debt of the Kingdom of Spain***

Rating agencies periodically review the Group's debt credit ratings. Any reduction, effective or anticipated, in any such ratings of the Group, whether below investment grade or otherwise, could limit or impair the Group's access to capital markets and other possible sources of liquidity and increase the Group's financing cost, and even entail the breach of certain contracts or generate additional obligations under those contracts, such as the need to grant additional guarantees (due to the fact that credit ratings are used in some contracts to trigger default and early maturity provisions or the granting of additional guarantees if the relevant ratings fall below certain levels). The Group estimates that if at 31st December, 2019, all the rating agencies had downgraded BBVA's long-term senior debt rating by one notch, it would have had to provide additional guarantees/collateral amounting to €61 million in accordance with the derivative contracts and other financial contracts that it has entered into. A hypothetical two-notch downgrade would have involved an additional outlay of €103 million in additional guarantees/collateral. Furthermore, if the Group were required to cancel its derivative contracts with some of its counterparties and were unable to replace them, its market risk could worsen. Likewise, a reduction in the credit rating could affect the Group's ability to sell or market some of its products or to participate in certain operations, and could lead to the loss of customer deposits and make third parties less willing to carry out commercial operations with the Group (especially those that require a minimum credit rating to invest),

## RISK FACTORS

having a significant adverse impact on the Group's business, financial condition and results of operations.

On the other hand, the Group's credit ratings could be affected by variations in the rating of Spanish sovereign debt. The Group holds a significant portfolio of debt issued by the Kingdom of Spain, by the Spanish autonomous communities and by other Spanish issuers. As of 30th September, 2020 and 31<sup>st</sup> December, 2019, the Group's exposure to the Kingdom of Spain's public debt portfolio was €47,502 and €50,905 million, respectively, representing 7 per cent. and 7 per cent. of the consolidated total assets of the Group, respectively. Any decrease in the credit rating of the Kingdom of Spain could negatively affect the valuation of the respective debt portfolios held by the Group and lead to a reduction in the Group's credit ratings. Additionally, counterparties to many of the credit agreements signed with the Group could also be affected by a decrease in the credit rating of the Kingdom of Spain, which could limit their ability to attract additional resources or otherwise affect their ability to pay their outstanding obligations to the Group.

As a consequence of the COVID-19 pandemic, some rating agencies have reviewed the Group's credit ratings or trends. Specifically, on 22nd June, 2020 Fitch announced the modification of BBVA's senior preferred debt long-term rating to A- with stable outlook from A with Rating Watch Negative. On 1<sup>st</sup> April, 2020, DBRS confirmed BBVA's long-term rating of A (High) and maintained the outlook as stable. On 29<sup>th</sup> April, 2020 S&P confirmed BBVA's long-term rating of A- and maintained its negative outlook. There may be more ratings actions and changes in BBVA's credit ratings in the future as a result of the crisis caused by the COVID-19 pandemic.

### 2.4 Legal, Regulatory, Tax and Compliance Risks

#### *Legal Risks*

*The Group is party to a number of legal and regulatory actions and proceedings*

The financial sector faces an environment of increasing regulatory and litigious pressure, and thus the various Group entities are usually party to individual or collective judicial proceedings (including class actions) resulting from their activity and operations, as well as arbitration proceedings. The Group is also party to other government procedures and investigations, such as those carried out by the antitrust authorities in certain countries which, among other things, have in the past and could in the future result in sanctions, as well as lead to claims by customers and others. In addition, the regulatory framework, in the jurisdictions in which the Group operates, is evolving towards a supervisory approach more focused on the opening of proceedings while some regulators are focusing their attention on consumer protection and behavioural risk.

In Spain and in other jurisdictions where the Group operates, legal and regulatory actions and proceedings against financial institutions, prompted in part by certain judgments in favour of consumers handed down by national and supranational courts, have increased significantly in recent years and this trend could continue in the future. The legal and regulatory actions and proceedings faced by other financial institutions in relation to these and other matters, especially if such actions or proceedings result in favourable resolutions for the consumer, could also adversely affect the Group.

All of the above may result in a significant increase in operating and compliance costs or even a reduction of revenues, and it is possible that an adverse outcome in any proceedings (depending on the amount thereof, the penalties imposed or the procedural or management costs for the Group) could damage the Group's reputation, generate a knock-on effect or otherwise adversely affect the Group.

It is difficult to predict the outcome of legal and regulatory actions and proceedings, both those to which the Group is currently exposed and those that may arise in the future, including actions and proceedings relating to former Group subsidiaries or in respect of which the Group may have indemnification obligations, but such outcome could be significantly adverse to the Group. In addition, a decision in any matter, whether against the Group or against another credit entity facing similar claims as those faced by the Group, could give rise to other claims against the Group. In addition, these actions and proceedings attract resources from the Group and may require significant attention on part of the Group's management and employees.

As of 30th September, 2020, the Group had €695 million in provisions for the proceedings it is facing (which are included in the line item "Provisions for taxes and other legal contingencies" in the consolidated balance sheet). However, the uncertainty arising from these proceedings (including those for which no provisions have been made, either because it is not possible to estimate any such provisions or for other reasons) makes it impossible to guarantee that the possible losses arising from such proceedings will not exceed, where applicable, the amounts that the Group currently has provisioned and, therefore, could affect the Group's consolidated results in a given period.

## RISK FACTORS

As a result of the above, legal and regulatory actions and proceedings currently faced by the Group or to which it may become subject in the future or is otherwise affected by, whether individually or in the aggregate, if resolved in whole or in part adversely to the Group's interests, could have a material adverse effect on the Group's business, financial condition and results of operations.

*The Spanish judicial authorities are carrying out a criminal investigation relating to possible bribery, revelation of secrets and corporate corruption by BBVA.*

Spanish judicial authorities are investigating the activities of Centro Exclusivo de Negocios y Transacciones, S.L. ("Cenyt"). Such investigation includes the provision of services by Cenyt to BBVA. On 29 July 2019, BBVA was named as an investigated party (investigado) in a criminal judicial investigation (Preliminary Proceeding No. 96/2017 – Piece No. 9, Central Investigating Court No. 6 of the National High Court) for alleged facts which could represent the crimes of bribery, revelation of secrets and corruption. As of the date of this Base Prospectus, no formal accusation against BBVA has been made. Certain current and former officers and employees of the BBVA Group, as well as former directors of BBVA, have also been named as investigated parties in connection with this investigation. BBVA has been and continues to be proactively collaborating with the Spanish judicial authorities, including sharing with the courts information from its on-going forensic investigation regarding its relationship with Cenyt. BBVA has also testified before the judge and prosecutors at the request of the Central Investigating Court No. 6 of the National High Court.

On 3 February 2020, BBVA was notified by the Central Investigating Court No. 6 of the National High Court of the order lifting the secrecy of the proceedings.

This criminal judicial proceeding is at a preliminary stage. Therefore, it is not possible at this time to predict the scope or duration of such proceeding or any related proceeding or its or their possible outcomes or implications for the Group, including any fines, damages or harm to the Group's reputation caused thereby.

### ***Regulatory, Tax and Compliance Risks***

The financial services sector is one of the most regulated in the world. The Group is subject to a broad regulatory and supervisory framework, which has increased significantly in the last decade. Regulatory activity in recent years has affected multiple areas, including changes in accounting standards; strict regulation of capital, liquidity and remuneration; bank charges and taxes on financial transactions; mortgage regulations, on banking products, and on consumers and users; recovery and resolution measures; stress tests; prevention of money laundering and terrorist financing; market abuse; conduct in the financial markets; anti-corruption; and requirements as to the periodic publication of information. Governments, regulatory authorities and other institutions continually make proposals to strengthen their resistance to future crises.

Furthermore, the international nature of its operations means that the Group is subject to a wide and complex range of local and international regulations in these matters, sometimes with overlapping scopes and areas regulated. This complexity, which can be exacerbated by differences and changes in the interpretation or application of these standards by local authorities, makes compliance risk management difficult, which requires automated systems, highly sophisticated monitoring, qualified personnel and general training of employees.

Any change in the Group's business that is necessary to comply with any particular regulations at any time, especially in Spain, Mexico, the United States or Turkey, could lead to a considerable loss of income, limit the Group's ability to identify business opportunities, affect the valuation of its assets, force the Group to increase its prices and, therefore, reduce the demand for its products, impose additional costs on the Group or otherwise negatively affect its business, financial condition and results of operations.

*The Group is subject to a broad regulatory and supervisory framework, including resolution regulations, which could have a significant adverse effect on its business, financial condition and results of operations*

The Group is subject to a comprehensive regulatory and supervisory framework the complexity and scope of which has increased significantly since the previous financial crisis and the upward trend in such increased complexity and scope could be reinforced by the crisis caused by the COVID-19 pandemic. In particular, the banking sector is subject to continuous scrutiny at the political and supervisory levels, and it is foreseeable that in the future there will continue to be political involvement in regulatory and supervisory processes, as well as in the governance of the main financial entities. For this reason, the laws, regulations and policies to which the Group is subject, as well as their interpretation and application, may change at any time, and supervisors and regulators also have a wide margin of discretion to carry out their duties, which gives rise to uncertainty regarding the interpretation and implementation of the regulatory framework. Likewise, regulatory

## RISK FACTORS

fragmentation and the implementation by some countries of more flexible or stricter rules or regulations could also adversely affect the Group's ability to compete with financial institutions that may or may not have to comply with any such rules or regulations, as appropriate.

The regulatory amendments adopted or proposed, as well as their interpretation or application, have increased and may continue to substantially increase the Group's operating expenses and negatively affect its business model. For example, the imposition of prudential capital standards has limited and could further limit the ability of subsidiaries to distribute capital to BBVA, while liquidity standards may require the Group to hold a higher proportion of its assets in financial instruments with higher liquidity and lower performance, which can negatively affect its net interest margin. In addition, BBVA's regulatory and supervisory authorities may require BBVA to increase its loan loss provision fund or register additional losses, which could have an adverse effect on its financial condition. It is also possible that governments and regulators impose additional regulations ad hoc in response to a crisis such as the one unleashed by the COVID-19 pandemic or for other reasons, which could imply the imposition of financing requirements by credit institutions to different entities such as, for example, the contribution that BBVA must make to finance the Fund for Orderly Bank Restructuring (*Fondo de Restructuración Ordenada Bancaria*) (the "**FROB**") or the Single Resolution Board ("**SRB**").

Any legislative or regulatory measure and any necessary change in the Group's business operations, as a consequence of such measures, as well as any deficiency in complying with them, could result in a significant loss of income, represent a limitation on the ability of BBVA to take advantage of business opportunities and offer certain products and services, affect the value of the Group's assets, force the Group to increase prices (which could reduce the demand for its products), impose additional compliance costs or result in other possible negative effects for the Group.

Finally, within the regulatory amendments adopted as a result of the last financial crisis, the resolution regulations stand out for their potential adverse consequences. In the event that the Relevant Spanish Resolution Authority considers that BBVA is in a situation of early action or resolution, it may adopt the measures provided for in the applicable regulations.

In addition, the Relevant Spanish Resolution Authority can exercise the competences and powers described without prior notice, so their application is unpredictable. The consideration by the Relevant Spanish Resolution Authority that BBVA is in an early action or resolution situation or its mere suggestion could adversely and significantly affect the Group's business, financial condition and results of operations, as well as the market price and behaviour of certain securities issued by BBVA (or even their terms, in the event of an application of the Spanish Bail-in-Power).

**"Spanish Bail-in Power"** means any write-down, conversion, transfer, modification, cancellation or suspension power existing from time to time under: (i) any law, regulation, rule or requirement applicable from time to time in Spain, relating to the transposition or development of the BRRD, including, but not limited to (a) Law 11/2015, (b) RD 1012/2015 and (c) the SRM Regulation; or (ii) any other law, regulation, rule or requirement applicable from time to time in Spain pursuant to which (a) obligations or liabilities of banks, investment firms or other financial institutions or their affiliates can be reduced, cancelled, modified, transferred or converted into shares, other securities, or other obligations of such persons or any other person (or suspended for a temporary period or permanently) or (b) any right in a contract governing such obligations may be deemed to have been exercised.

*Increasingly onerous capital and liquidity requirements may have a material adverse effect on the Group's business, financial condition and results of operations*

In its capacity as a Spanish credit institution, BBVA is subject to compliance with a "Pillar 1" solvency requirement, a "Pillar 2" solvency requirement and a "combined buffer requirement" at both the individual and consolidated levels. As a result of the latest Supervisory Review and Evaluation Process ("**SREP**") carried out by the ECB, and in accordance with the measures implemented by the ECB on 12th March, 2020, by means of which banks may partially use AT1 and Tier 2 capital instruments in order to fulfil the "Pillar 2" requirement, BBVA must maintain, at a consolidated level, a common equity tier ("**CET1**") ratio of 8.59 per cent. and a total capital ratio of 12.75 per cent. Likewise, BBVA must maintain, on an individual level, a CET1 ratio of 7.84 per cent. And a total capital ratio of 12.00 per cent. As of 30th September, 2020, BBVA's phased-in total capital ratio was 16.66 per cent. on a consolidated basis and 20.85 per cent. on an individual basis, and its CET1 phased-in capital ratio was 11.99 per cent. on a consolidated basis and 15.33 per cent. on an individual basis.

Additionally, BBVA, as a Spanish credit institution, must maintain a minimum level of own funds and eligible liabilities (the "**MREL requirement**") in relation to total liabilities and own funds. On 19th November, 2019, BBVA announced that it had received notification from the Bank of Spain of its MREL, as determined by the

## RISK FACTORS

SRB. BBVA's MREL was set at 15.16 per cent. of the total liabilities and own funds of BBVA's resolution group at a sub-consolidated level from 1st January, 2021. Likewise, of this MREL, 8.01 per cent. of the total liabilities and own funds must be met with subordinated instruments, once the allowance established in the requirement itself has been applied. This MREL is equivalent to 28.50 per cent. of the Risk Weighted Assets ("RWAs") of BBVA's resolution group, while the subordination requirement included in the MREL is equivalent to 15.05 per cent. of the RWAs of BBVA's resolution group, once the corresponding allowance has been applied.

In accordance with BBVA's estimates and subject to the evolution of BBVA's resolution group, the current structure of eligible liabilities and own funds of BBVA's resolution group, together with the implementation of the funding plan of BBVA for the issuance of eligible liabilities for 2020, subject to market conditions and availability, and after the entry into force of SRM Regulation II (which, among other things, determines the MREL in terms of RWAs and sets forth new transitional periods and deadlines and which BBVA interprets would be applicable to its MREL requirement) will enable the fulfilment of this requirement upon its entry into force. "**SRM Regulation**" means Regulation (EU) No. 806/2014 of the European Parliament and of the Council of July 15 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended, replaced or supplemented from time to time (including as amended by Regulation (EU) 2019/877 of the European Parliament and of the Council of May 20).

However, both the total capital and the MREL requirements are subject to change and, therefore, no assurance can be given that BBVA and/or the Group will not be subject to more stringent requirements at any future time. Likewise, no assurance can be given that BBVA and/or the Group will be able to fulfil whichever future requirements may be imposed, even if such requirements were to be equal or lower. There can also be no assurances as to the ability of BBVA and/or the Group to comply with whichever capital target is announced to the market at any given time, which could be negatively perceived by investors and/or supervisors, who could interpret that a lack of capital-generating capacity exists or that the capital structure has deteriorated, either of which could negatively affect the market value or behaviour of whichever securities are issued by BBVA and/or the Group (and, in particular, any Senior Non-Preferred Notes, Tier 2 Subordinated Notes and any of its other capital instruments) and, therefore, lead to the implementation of new recommendations or requirements regarding "Pillar 2" or (should the Relevant Spanish Resolution Authority interpret that obstacles may exist for the viability of the resolution of BBVA and /or the Group), MREL.

If BBVA or the Group failed to comply with its "combined buffer requirement" they would have to calculate its Maximum Distributable Amount ("MDA") and, until such calculation has been undertaken and reported to the Bank of Spain, the affected entity will not be able to make any discretionary payments. Once the MDA has been calculated and reported, such discretionary payments will be limited to the calculated MDA. Likewise, should BBVA or the Group not meet the applicable capital requirements, additional requirements of "Pillar 2" or, if applicable, MREL could be imposed. Likewise, upon the entry into force of the EU Banking Reforms, any failure by the Bank or the Group to comply with its "combined buffer requirement" when considered in addition to its MREL could result in the imposition of restrictions or prohibitions on discretionary payments. Additionally, failure to comply with the capital requirements may result in the implementation of early action measures or, ultimately, resolution measures by the resolution authorities.

Regulation (EU) 2019/876 of the European Parliament and of the Council, of May 20, 2019 (as amended, replaced or supplemented at any time, "**CRR II**") establishes a binding requirement for the leverage ratio effective from 28th June, 2021 of 3 per cent. of tier 1 capital (as of 30th September, 2020, the phased-in leverage ratio of the Group was 6.68 per cent. and fully loaded it was 6.46 per cent.). Moreover, the EU Banking Reforms (as defined below) include a leverage ratio buffer for financial institutions of global systemic importance ("**G-SIBs**") to be met with Tier 1 capital. Any failure to comply with this leverage ratio buffer may also result in the need to calculate and report the MDA, and restrictions on discretionary payments. Moreover, CRR II proposes new requirements that capital instruments must meet in order to be considered AT1 or Tier 2 instruments, including certain grandfathering measures until 28th June, 2025. Once the grandfathering period in CRR II has elapsed, AT1 and/or Tier 2 instruments which do not comply with the new requirements at such date will no longer be considered as capital instruments. This could give rise to shortfalls in regulatory capital and, ultimately, could result in failure to comply with the applicable minimum regulatory capital requirements, with the aforementioned consequences.

Additionally, the implementation of the ECB expectations regarding prudential provisions for NPLs (published on 15th May, 2018) and the ECB's current review of internal models being used by banks subject to its supervision for the calculation of their RWAs could result, respectively, in the need to increase provisions for future NPLs and increases in the Group's capital needs.

## RISK FACTORS

Furthermore, the implementation of the Basel III reforms could result in an increase of BBVA's and the Group's total RWAs and, therefore, could also result in a decrease of BBVA's and the Group's capital ratios. Likewise, the lack of uniformity in the implementation of the Basel III reforms across jurisdictions in terms of timing and applicable regulations could give rise to inequalities and competition distortions. Moreover, the lack of regulatory coordination, with some countries bringing forward the application of Basel III requirements or increasing such requirements, could adversely affect an entity with global operations such as the Group and could affect its profitability.

Additionally, should the Total Loss Absorbing Capacity ("TLAC") requirements currently only imposed upon G-SIBs, be applicable upon non-G-SIBs entities or should BBVA once again be classified as a G-SIB, additional minimum requirements similar to MREL could in the future be imposed upon BBVA.

There can be no assurance that the above capital requirements will not adversely affect BBVA's or its subsidiaries' ability to make discretionary payments, or result in the cancellation of such payments (in whole or in part), or require BBVA or such subsidiaries to issue additional securities that qualify as regulatory capital, to liquidate assets, to curtail business or to take any other actions, any of which may have adverse effects on the Group's business, financial condition and results of operations. Furthermore, an increase in capital requirements could negatively affect the return on equity and other of the Group's financial results indicators. Moreover, BBVA's or the Group's failure to comply with their capital and/or MREL requirements could have a significant adverse effect on BBVA's business, financial condition and results of operations.

Lastly, the Group must also comply with liquidity and funding ratios. Several elements of the Liquidity Coverage Ratio ("LCR") and net stable financing ratio ("NSFR"), as introduced by national banking regulators and fulfilled by BBVA, may require implementing changes in some of its commercial practices, which could expose BBVA to additional expenses (including an increase in compliance expenses), affect the profitability of its activities or otherwise lead to a significant adverse effect over BBVA's business, financial condition or results of operations. As of 30th September, 2020 and 31st December, 2019, the Group's LCR was 159 per cent. and 129 per cent. respectively. The NSFR was 127 per cent. as of 30th September, 2020 and 120 per cent. as of 31st December, 2019.

### *The Group is exposed to tax risks that may negatively affect it*

The preparation of the Group's tax returns and the process of establishing tax provisions involve the use of estimates and interpretations of tax laws and regulations, which are complex and subject to review by the tax authorities. The size, regional diversity and complexity of some groups and their commercial and financial relationships with both third parties and related parties, as is the case with the Group, require the application and interpretation of a considerable number of laws and tax regulations and criteria that the different administrations and judicial bodies issue, as well as the use of more estimates, indeterminate legal concepts and valuations in order to comply with the tax obligations of BBVA and all its subsidiaries. Therefore, any error or discrepancy with the tax authorities in any of the jurisdictions in which the Group operates may be subject to prolonged administrative or judicial procedures that may have a material adverse effect on the Group's results of operations in the applicable period.

On the other hand, the governments of different jurisdictions are seeking to identify new fiscal sources, and recently, they have focused with special attention on the financial sector. The Group's presence in different and diverse jurisdictions increases its exposure to the different regulatory and interpretative changes that are implemented from these jurisdictions, which could lead, among other things, to (i) an increase in the types of tax to which the Group is subject, including in response to the demands of various political forces at the national and global level, (ii) changes in the calculation of tax bases, such as the proposal in Spain to limit the exemption on dividends and capital gains contemplated in the proposed General State Budget Law 2021, the approval of which would entail that 5 per cent. of the dividends distributed to Spanish Group companies would have been subject and not exempt to corporate tax or, (iii) the creation of new taxes, like the proposed Tax Directive for the Financial Transactions Tax ("FTT") of the European Commission (which would tax the acquisitions of certain securities, including those issued by BBVA), may have adverse effects on the business, financial condition and results of operations of the Group. With regard to the Spanish FTT, Law 5/2020, of 15th October, approving the Financial Transaction Tax (Ley 5/2020, de 15 de octubre, del Impuesto sobre Transacciones Financieras) ("Spanish FTT Law") was published on the Spanish Official State Gazette on 16th October, 2020. The Spanish FTT will come into effect three months later after the publication of the law (i.e. 16th January, 2020).

### *The Group is exposed to compliance risks*

The Group, due to its role in the economy and the nature of its activities, is singularly exposed to certain

## RISK FACTORS

compliance risks. In particular, the Group must comply with regulations regarding customer conduct, market conduct, the prevention of money laundering and the financing of terrorist activities, the restrictions established by international sanctions programs and anti-corruption laws (including the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010), whose violations could carry very significant penalties.

Generally, all these regulations require banking entities to use diligence measures to manage compliance risk; and sometimes, these entities must apply reinforced due diligence measures because they understand that, due to the very nature of the activities they carry out (among others, private banking, money transfer and foreign currency exchange operations), they may present a higher risk of money laundering or terrorist financing.

Although the Group has adopted policies, procedures, systems and other measures to manage compliance risk, it is dependent on its employees and external suppliers for the implementation of these policies, procedures, systems and other measures, and it cannot guarantee that these are sufficient or that the employees (124,110 as of 30th September, 2020) or other persons of the Group or its business partners, agents and/or other third parties with a business or professional relationship with BBVA do not elude or infringe such measures or elude or otherwise infringe current regulations or BBVA's ethics and compliance regulations, acts for which such persons or the Group could be held ultimately responsible and/or that could damage the Group's reputation. Furthermore, the Group may not be able to prevent third parties outside the Group from using the banking network in order to launder money or carry out illegal or inappropriate activities. A further consideration is that financial crimes continually evolve and that emerging technologies, such as cryptocurrencies and blockchain, could limit the Group's ability to track the movement of funds. Additionally, in adverse economic conditions, it is possible that financial crime attempts will increase significantly (as was the case in the US in the face of the previous financial crisis).

In case of breach of the applicable regulations or if the competent authorities consider that the Group does not perform the necessary due diligence inherent to its activities, such authorities could impose limitations on the Group's activities, the revocation of its authorisations and licenses, and economic penalties, in addition to having significant consequences for the Group's reputation, which could have a significant adverse impact on the Group's business, financial condition and results of operations. Furthermore, the Group occasionally conducts investigations related to alleged violations of such laws and regulations, and any such investigation or any related procedure could be time consuming and costly, and its results difficult to predict.

### 2.5 Operational Risks

*Attacks, failures or deficiencies in the Group's procedures, systems and security or those of third parties to which the Group is exposed could have a significant adverse impact on the Group's business, financial condition and results of operations, and could be detrimental for its reputation*

The Group's activities depend to a large extent on its ability to process and report effectively and precisely on a high volume of highly complex operations with numerous and diverse products and services (by their nature, generally ephemeral), in different currencies and subject to different regulatory regimes. Therefore, it relies on highly sophisticated information technology ("IT") systems for data transmission, processing and storage. However, IT systems are vulnerable to various problems, such as hardware and software malfunctions, computer viruses, hacking, and physical damage to IT centres. BBVA's exposure to these risks has increased significantly in recent years due to the Group's implementation of its ambitious digital strategy (which has allowed the Group to have a pioneering global mobile development platform in the sector, with around 60 per cent. of customers using the bank's digital channels). According to data as of 30th September, 2020, 62 per cent. of the Group's customers are digital and 57 per cent. of customers regularly use their mobile phones to interact with BBVA, and digital sales represent 63.6 per cent. of total sales. BBVA already has more than 500,000 customers registered exclusively through digital channels in Spain, of which more than 50 per cent. did so via mobile. These digital services, as well as the rest of the alternatives that BBVA offers users to become BBVA customers, have become even more important after the COVID-19 outbreak and the decrees of a state of emergency (or similar) in the countries in which the Group operates, which restrict or advise against travel. Currently, one in three new clients chooses digital channels to start their relationship with BBVA. In April 2020, these digital customers exceeded 77 million monthly sessions in the BBVA 'app', making this channel the fastest growing in use. Any attack, failure or deficiency in the Group's systems could, among other things, lead to the misappropriation of funds of the Group's clients or the Group itself and to the unauthorised disclosure, destruction or use of confidential information, as well as preventing the normal operation of the Group, and impairing its ability to provide services and carry out its internal management. In addition, any attack, failure or deficiency could result in the loss of customers and business opportunities, damage to computers and systems, violation of regulations regarding data protection and/or other regulations, exposure to litigation, fines, sanctions or interventions, loss of confidence in the Group's security measures, damage to its reputation, reimbursements

## RISK FACTORS

and compensation, and additional regulatory compliance expenses and could have a significant adverse impact on the Group's business, financial condition and results of operations. Furthermore, it is possible that such attacks, failures or deficiencies will not be detected on time or never. The Group is likely to be forced to spend significant additional resources to improve its security measures in the future. Even so, the Group may not be able to anticipate or prevent all possible vulnerabilities, nor to implement preventive measures that are effective or sufficient. In particular, cyberattacks are becoming increasingly sophisticated and difficult to prevent.

Customers and other third parties to which the Group is significantly exposed, including the Group's service providers (such as data processing companies to which the Group has outsourced certain services), face similar risks (especially under the current COVID-19 pandemic, as mentioned in "*Risk Factors - The coronavirus (COVID-19) pandemic is adversely affecting the Group*" above). Any attack, failure or deficiency that may affect such third parties could, among other things, adversely affect the Group's ability to carry out operations or provide services to its clients or result in the unauthorised disclosure, destruction or use of confidential information. Furthermore, the Group may not be aware of such attack, failure or deficiency in time, which could limit its ability to react. Moreover, as a result of the increasing consolidation, interdependence and complexity of financial institutions and technological systems, an attack, failure or deficiency that significantly degrades, eliminates or compromises the systems or data of one or more financial institutions could have a significant impact on its counterparts or other market participants, including the Group.

### 3. Risk Factors relating to the Notes

#### 3.1 The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. Each potential purchaser of Notes should realize that investing in the Notes entails significant risks and may not be appropriate for purchasers lacking financial expertise. Prospective purchasers should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances and ensure that its acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of its incorporation and/or in which it operates, and is a suitable investment for it to make. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisors, whether it should:

- (i) proceed with investment only after fully appreciating the risks inherent in the nature of the Notes;
- (ii) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (iii) evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (v) consider all of the risks of an investment in the Notes, including Notes with payments thereunder payable in one or more currencies, or where the currency for payments thereunder is different from the potential investor's currency;
- (vi) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes; and
- (vii) 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.

## RISK FACTORS

In addition, an investment in Equity Linked Notes, Index Linked Notes, Credit Linked Notes, ETF Linked Notes, Fund Linked Notes, Foreign Exchange (FX) Rate Linked Notes, Inflation Linked Notes, and Combination Notes may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in " Risk Factors associated with Notes that are linked to one or more specific types of Reference Items" set out below. The Notes 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 Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

### **3.2 Risk Factors associated with Notes that are linked to one or more specific types of Reference Items**

There are certain factors which are material for the purpose of assessing the risks associated with an investment in Notes issued under the Programme. Such factors will vary depending on the type of Notes issued, in particular in relation to Notes in respect of which the interest and/or redemption amount is linked to the value of one or more index, share, inflation index, unit, interest or share in a fund, the credit of one or more reference entity, foreign exchange rate or the combination of any of the foregoing.

#### *There are specific risks relating to Equity Linked Notes*

The Issuer may issue Equity Linked Notes where the amount of principal and/or interest payable are dependent upon the price of or changes in the price of shares or a basket of shares (or depositary receipts) or, depending on the price of or change in the price of shares or the basket of shares (or depositary receipts), where the Issuer's obligation on redemption is to deliver a specified number of shares ("Equity Linked Notes"). Accordingly an investment in Equity Linked Notes may bear similar market risks to a direct equity investment and potential investors should take advice accordingly.

In addition, depending on the terms of the Equity Linked Notes (i) potential investors may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified shares and/or depositary receipts may occur at a different time than expected and (iii) potential investors may lose all or a substantial portion of their investment if the value of the share(s) and/or depositary receipt(s) does not move in the anticipated direction. In addition, the movements in the price of the share or depositary receipt or basket of shares and/or depositary receipts may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the share or shares 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 price of the share(s) and/or depositary receipt(s), the greater the effect on yield. All these factors may affect the investments in the Notes.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share or shares on principal or interest payable will be magnified. See also risk factor "*There are risks associated with leveraged exposures*" below.

The market price of such Notes may be volatile and may be affected by the time remaining to the redemption date, the volatility of the share(s) and/or depositary receipt(s), the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant share(s) or depositary receipt(s) as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such shares or depositary receipts may be traded.

See also risk factors "*A Noteholder does not have rights of ownership in the Reference Item(s)*" and "*The Calculation Agent, which will generally be the Guarantor or an affiliate of the Guarantor, has broad discretionary powers which may not take into account the interests of the Noteholders*" below.

Upon determining that a Potential Adjustment Event, Extraordinary Event or Additional Disruption Event has occurred in relation to an underlying share or the issuer of such underlying share, the Calculation Agent has broad discretion to make certain determinations to account for such event including to (i) make adjustments to the terms of the Notes and/or (ii) (in the case of an Extraordinary Event or an Additional Disruption Event) cause early redemption of the Notes, any of which determinations may have an adverse effect on the value of the Notes.

## RISK FACTORS

Potential Adjustment Events (as defined in Equity Linked Condition 3) include (a) a sub-division, consolidation or re-classification of the relevant shares or a free distribution, or dividend of any such Shares to existing holders of the relevant shares by way of bonus, capitalisation or similar issue, (b) a distribution, issue or dividend to existing holders of the relevant shares of certain share capital or securities, (c) an extraordinary dividend, (d) a call by a Basket Company or Share Company, as the case may be, in respect of relevant shares that are not fully paid (e) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant shares, (f) in the case of a Basket Company or a Share Company an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, (g) any adjustment effected as a result of any shareholder rights plan or arrangement described in (f) and (h) any other event having a dilutive or concentrative effect on the value of the shares.

Extraordinary Events include (a) a delisting of the shares on an exchange, (b) illiquidity (c) an insolvency (where all the shares of the issuer of the underlying shares are transferred to a trustee, liquidator or similar official or may not be legally transferred) or bankruptcy of the issuer of the shares, (d) a listing change; (e) a listing suspension, (f) a merger event entailing the consolidation of the shares with those of another entity, (g) a nationalisation of the issuer of the shares or transfer of the shares to a governmental entity and (h) a tender offer or takeover offer that results in transfer of the shares to another entity.

Additional Disruption Event means any of Change of Law, Failure to Deliver, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Stop-Loss Event and/or Loss of Stock Borrow, in each case if specified in the Issue Terms.

### *Holders may receive physical delivery of Shares in lieu of payment of cash amounts*

Where the Notes include the right of the Issuer, subject to the fulfilment of a particular condition, to redeem the Notes at their maturity by delivering Shares to the purchaser of such Notes, the purchasers will receive such Shares rather than a monetary amount upon maturity. Holders will, therefore, be exposed to the issuer of such Shares and the risks associated with such Shares. Noteholders should not assume that they will be able to sell such Shares for a specific price after the redemption of the Notes, and in particular not for the purchase price of the Notes. Under certain circumstances the Shares may only have a very low value or may, in fact, be worthless, in which case see risk factor "*Investors may lose the original invested amount*" below. Holders may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of such Shares.

### *There are specific risks relating to Index Linked Notes*

The Issuer may issue Notes where the Final Redemption Amount or the amount of principal and/or interest payable is dependent upon the level of an index or indices ("**Index Linked Notes**").

Depending on the terms of the Index Linked Notes (i) potential investors may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) potential investors may lose all or a substantial portion of their investment if the value of the index/indices does not move in the anticipated direction. In addition, movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices 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 level of an index or result of a formula, the greater the effect on yield.

If the Final Redemption Amount or the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices on principal or interest payable and therefore on the amount of potential losses incurred, will be magnified.

The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded. The index may reference equities, bonds or other securities, or it may be a property index referencing certain property price data which will be subject to market price fluctuations. A property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the Notes.

## RISK FACTORS

### *Adjustment to indices for Index Linked Notes*

If an index adjustment event (as described in "Additional Terms and Conditions for Index Linked Notes") occurs the Issuer may require the Calculation Agent to make such adjustments as it determines appropriate to the terms of the Notes or redeem the Notes. Such action may have an adverse effect on the value and liquidity of the affected Reference Item Linked Notes.

### *A change in the composition or discontinuance of an index could adversely affect the market value of the Notes*

The sponsor of any index can add, delete or substitute the components of such index or make other methodological changes that could change the level of one or more components. The changing of components of any index may affect the level of such index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the payments made by the Issuer to the purchasers of the Notes. The sponsor of any such index may also alter, discontinue or suspend calculation or dissemination of such index. The sponsor of an index will have no involvement in the offer and sale of the Notes and will have no obligation to any purchaser of such Notes. The sponsor of an index may take any actions in respect of such index without regard to the interests of the purchasers of the Notes, and any of these actions could adversely affect the market value of the Notes.

### *The reform of "Benchmarks" may adversely affect the market value of the Notes*

The Benchmarks Regulation could have a material impact on any Notes for which a request for admission to trading on a trading venue has been made or which are traded on a trading venue or via a "systematic internaliser" linked to a "benchmark" for Benchmark Regulation purposes. This could include Index Linked Notes if the relevant index comprises a "benchmark" and other conditions are satisfied. See also the risk factor "*The Group is exposed to risks related to reforms of Index and Commodity Index "Benchmarks"*".

See also risk factors "*A Noteholder does not have rights of ownership in the Reference Item(s)*" and "*The Calculation Agent, which will generally be the Guarantor or an affiliate of the Guarantor, has broad discretionary powers which may not take into account the interests of the Noteholders*" below.

### ***There are specific risks relating to Credit Linked Notes***

The Issuer may issue Notes where the amount of principal and/or interest payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more entities (together "**Reference Entities**" and each, a "**Reference Entity**") and, if so, on the value of certain specified debt obligations of such Reference Entity(ies) or, where, if such events have occurred, the Issuer's obligation is to deliver certain specified assets upon redemption of the Notes.

Prospective investors in any such Notes should be aware that depending on the terms of the Credit Linked Notes (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 Notes 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 which in turn may be affected by the economic, financial and political events in one or more jurisdictions, over which neither the Issuer nor Guarantor has control.

This Base Prospectus contains Additional Terms and Conditions for Credit Linked Notes with terms based on (but not identical to) the 2014 Credit Derivatives Definitions published by the International Swaps and Derivatives Association, Inc. (the "**2014 ISDA Definitions**") which are set out in Annex 8. In this respect investors should have regard to the risk factor on page 34 entitled "*ISDA Credit Derivatives Definitions*".

The Issuer's obligations in respect of Credit Linked Notes are irrespective of the existence or amount of the Issuer's and/or any affiliates' credit exposure to a reference entity and the 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.

### *If Credit Linked Redemption is applicable the occurrence of Credit Events may affect the redemption date of the Notes*

Credit Linked Notes in respect of which Credit Linked Redemption is applicable may be redeemed prior to their scheduled maturity, save where: (i) Maturity Credit Redemption applies; or (ii) the Notes are Tranched Linear Basket Credit Linked Notes or Tranched Index Credit Linked Notes or Basket Tranched Credit Linked Notes or Long/Short Credit Linked Notes; or (iii) the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes where Credit Payment on Maturity applies. However, where the

## RISK FACTORS

Credit Event Redemption Amount payable in respect of Notes described in (ii) or (iii) of the foregoing section is zero and Credit Linked Redemption is applicable, the Notes will be redeemed early. Where such Notes are redeemed early following a Credit Event, investors may lose some or all of the principal invested and will not receive the full amount of interest (if any) to the extent that interest on the Note is also Credit Linked.

Where Maturity Credit Redemption applies or where the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes where Credit Payment on Maturity Applies (as specified in the applicable Issue Terms) or where the Notes are Tranched Linear Basket Credit Linked Notes, Tranched Index Credit Linked Notes, Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes, in each case in respect of which Credit Linked Redemption is applicable, maturity of the Credit Linked Notes may be delayed until scheduled maturity of the Credit Linked Notes. Investors may therefore be forced to wait a significant time following the occurrence of the relevant Credit Event before they receive the redemption amount owed (if any).

*If Credit Linked Redemption is applicable, the occurrence of a Credit Event may affect the amount payable or deliverable on redemption of the Notes*

Where Credit Linked Redemption is applicable and 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 Notes in a reduced nominal amount or at zero meaning that investors may lose some or all of the principal amount invested.

Where Credit Linked Redemption is applicable and physical settlement applies, the occurrence of a Credit Event may result in the redemption of the Notes 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. Where the Notes provide for physical delivery, the 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), are impossible or illegal to deliver on the specified settlement date, or (b) assets which the Issuer, the Guarantor and/or any affiliate has not received under the terms of any transaction entered into by the Issuer, the Guarantor and/or such affiliate to hedge the Issuer's obligations in respect of the Notes. Any such determination may delay settlement in respect of the Notes 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 Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Notes and as a result, the amount of principal payable on redemption.

*Increased credit risk is associated with "First-to-Default" or "Nth-to-Default" Credit Linked Notes, Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes*

Where the Notes are Single Reference Entity Credit Linked Notes, First-to-Default or Nth-to-Default Credit Linked Notes, and Credit-Linked Redemption is applicable, the Notes may be subject to redemption in full as described above as a consequence of the occurrence of a Credit Event in relation to a single Credit Event the first or the nth Reference Entity in respect of which a Credit Event occurs either shortly after such credit event or, where Maturity Credit Redemption is applicable, at the scheduled maturity date.

Where the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes, and Credit-Linked Redemption is applicable, where Credit Payment As You Go applies, the Notes may be subject to redemption in part upon the occurrence of a Credit Event in relation to each Reference Entity in respect of which a Credit Event occurs unless Maturity Credit Redemption is applicable in which case such Notes shall only be redeemed at the scheduled maturity date.

Where the Notes are Tranched Linear Basket Credit Linked Notes, the redemption amount of the Notes will only be reduced as described above upon the occurrence of a Credit Event in relation to a number greater than the L (being the lower tranche level) number of Reference Entities specified in the Issue Terms but will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to a number equal to or greater than the H (being the higher tranche level) number of Reference Entities specified in the Issue Terms. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

Where the Notes are Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes, the redemption amount of the Notes will only be reduced as described above upon the occurrence of a Credit Event resulting in the Aggregate Loss Percentage exceeding the Attachment Point specified in the Issue Terms or the Aggregate Loss Percentage in respect of a Basket Tranched Index Component exceeding the Attachment Point

## RISK FACTORS

for that Basket Tranched Index Component specified in the Issue Terms, as the case may be, but will be subject to redemption in full as described above upon the occurrence of a Credit Event resulting in the Aggregate Loss Percentage, being equal to or greater than the Exhaustion Point specified in the Issue Terms or the Aggregate Loss Percentage in respect of each Basket Tranched Index Component exceeding the Attachment Point for that Basket Tranched Index Component specified in the Issue Terms, as the case may be. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

Where the Notes are Long/Short Credit Linked Notes, the Notes will be redeemed at an amount that is equal to the sum of the Long Redemption Amount and the Short Redemption Amount. The occurrence of Credit Events may result in a reduction of the Long Redemption Amount but an increase in the Short Redemption Amount, depending on the Long Exposure or Short Exposure selected and the relevant Reference Entities. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

*If Credit Linked Interest is applicable, the occurrence of Credit Events may reduce the interest payable on the Notes*

In the case of Single Reference Entity Credit Linked Notes or First-to-Default Credit Linked Notes in respect of which Credit Linked Interest is applicable, following the occurrence of a Credit Event Determination Date no further interest will accrue on the Notes. In the case of Nth-to-Default Credit Linked Notes in respect of which Credit Linked Interest is applicable, following the occurrence of a Trigger no further interest will accrue on the Notes. In any such circumstances, interest may cease to accrue from the Credit Event Determination Date or from the Interest Payment Date immediately preceding the Credit Event Determination Date or Trigger, depending on the elections made in the Issue Terms.

In the case of Tranched Linear Basket Credit Linked Notes in respect of which Credit Linked Interest is applicable, following the occurrence of a Credit Event Determination Date with respect to a number of Reference Entities that is greater than the L (being the lower tranche) number of Reference Entities specified in the Issue Terms and each subsequent Credit Event Determination Date thereafter, interest that is subject to the Credit Linked provisions will accrue on a decreased nominal amount of the Notes until a Credit Event Determination Date has occurred with respect to a number of Reference Entities that is equal to or greater than the H (being the higher tranche) number of Reference Entities specified in the Issue Terms and at which point no further interest shall be due in respect of the Notes.

In the case of Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes, following the occurrence of a Credit Event Determination Date with respect to which the Aggregate Loss Percentage in respect of which a Credit Event Determination Date has occurred, exceeds the Attachment Point, (being the lower tranche specified in the Issue Terms) or, in the case of Basket Tranched Index Credit Linked Notes, the Aggregate Loss Percentage in respect of a Basket Tranched Index Component exceeds the Exhaustion Point in respect of that Basket Tranched Index Component and each subsequent Credit Event Determination Date thereafter, if Credit Linked Interest is applicable interest will accrue on a decreased nominal amount of the Notes until the Scheduled Maturity Date or until a Credit Event Determination Date has occurred with respect to a number of Reference Entities such that Aggregate Loss Percentage is equal to or greater than the Exhaustion Point (being the upper tranche specified in the Issue Terms) or, in the case of Basket Tranched Index Credit Linked Notes, the Aggregate Loss Percentage in respect of each Basket Tranched Index Component is equal to or greater than the Exhaustion Point in respect of that Basket Tranched Index Component and at which point no further interest amounts shall be due in respect of the Notes.

In the case of Long/Short Credit Linked Notes in respect of which Credit Linked Interest is applicable, following the occurrence of a Credit Event Determination Date in respect of a Reference Entity referenced in the Long Exposure, interest may accrue on a decreased nominal amount of the Notes and may cease to accrue entirely, depending on the nature of the Long Exposure specified in the Issue Terms.

### *Reference Entity Credit Risk*

The holders of Credit Linked Notes will be exposed to the credit of one or more Reference Entities, which exposure shall be, unless otherwise stated in the Issue Terms, to the full extent of their investment in such Notes. Upon the occurrence of any of the default events comprising a Credit Event with respect to any Reference Entity, the Noteholders 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 Note 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

## RISK FACTORS

reasons unrelated to such Reference Entity. Noteholders should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls. See also the risk factor "*There are risks associated with leveraged exposures*" below.

Investors in the Notes are accordingly exposed, as to (if Credit Linked Redemption is applicable) principal and (if Credit Linked Interest is applicable) interest, to the credit risk of one or more Reference Entities. The maximum loss to an investor in the Notes is (if Credit Linked Redemption is applicable) 100 per cent. of their initial principal investment, together with (if Credit Linked Interest is applicable) any accrued interest amounts.

For Index Credit Linked Notes and Long/Short Credit Linked Notes that reference an Index, the Reference Entities and the Reference Obligations as of the Issue Date of the Credit Linked Notes will be those set out in the Index Annex, being the list for the relevant Markit iTraxx® Europe Index (in the case of iTraxx Non-Tranched Index Credit Linked Notes or iTraxx Tranched Index Credit Linked Notes) or Markit CDXTM Index (in the case of CDX Non-Tranched Index Credit Linked Notes or CDX Tranched Index Credit Linked Notes) with the Annex Date specified in the Issue Terms, as published by the Index Publisher (being Markit Group Limited as of the date of this Base Prospectus). Any determinations by the Index Sponsor (being Markit Indices Limited in the case of iTraxx Non-Tranched Index Credit Linked Notes and iTraxx Tranched Index Credit Linked Notes and Markit North America, Inc. in the case of CDX Non-Tranched Index Credit Linked Notes and CDX Tranched Index Credit Linked Notes, in each case as of the date of this Base Prospectus) with respect to replacement Reference Obligations and/or Successors (subject, in relation to Successors, to the further determination provisions set out in the Credit Linked Conditions), will apply for the purposes of the Credit Linked Notes and any such determinations and resulting changes in Reference Obligations and/or Reference Entities may have an adverse effect on the value of such Notes.

Additionally, if ISDA publicly announces one or more replacement Reference Obligations and/or Successors prior to the Trade Date but following the "Roll Date" (in the case of iTraxx Non-Tranched Index Credit Linked Notes or iTraxx Tranched Index Credit Linked Notes) or the "Effective Date" (in the case of CDX Non-Tranched Index Credit Linked Notes or CDX Tranched Index Credit Linked Notes) specified in the Index Annex, such replacement Reference Obligations and/or Successors will apply for the purposes of the Credit Linked Notes, notwithstanding that such announcement occurred prior to the Trade Date, and any such announcements and resulting changes in Reference Obligations and/or Reference Entities may have an adverse effect on the value of such Notes.

*Investors' exposure to the credit performance of the Reference Entities may not correspond to actual market recovery on such Reference Entities, including for Zero/Set Recovery Notes, Tranched Linear Basket Credit Linked Notes, Tranched Index Credit Linked Notes, Basket Tranched Index Credit Linked Notes and Long/Short Credit Linked Notes*

Interest and principal repayments on the Notes may be calculated by reference to the outstanding nominal amount of the Notes. As at the Issue Date the outstanding nominal amount is an amount equal to the Aggregate Nominal Amount. If a Credit Event occurs in respect of a Reference Entity, then the outstanding nominal amount may be reduced for the purposes of the determination of interest (if Credit Linked Interest is applicable) and/or the amount payable on redemption (if Credit Linked Redemption is applicable) by an amount equal to a predefined portion of the Aggregate Nominal Amount (which may be one hundred percent of such predefined portion resulting in such portion of the outstanding nominal amount being reduced in full) irrespective of the actual market recovery in respect of such Reference Entity. Therefore investors' exposure to each Reference Entity may exceed the exposure that they might incur in respect of having entered into a standard single name credit default swap as protection seller in respect of each Reference Entity and investors may lose the entire principal amount invested.

*A Credit Event may occur prior to the Trade Date*

Holders of the Notes may suffer a loss of some or all principal amount of the Notes and/or interest may cease to accrue or accrue on a decreased nominal amount in respect of one or more Credit Events that occur prior to the Trade Date or the Issue Date.

*Amendment of Credit Linked Conditions in accordance with market convention*

The Calculation Agent may from time to time amend any provision of the Credit Linked Conditions to incorporate and/or reflect further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent and the Issuer determine in a commercially reasonable manner are necessary to reflect or govern market practice for

## RISK FACTORS

credit derivative transactions or hedging arrangements of the Issuer. Any such adjustment may amend the Notes in a way that is adverse to the Noteholders and may have a negative impact on the value of the Notes.

### *ISDA Credit Derivatives Definitions*

Whilst there are many similarities between the terms used in this Base Prospectus and the 2014 ISDA Definitions, there are also many substantial differences and a prospective investor should understand that the complete terms and conditions of the Notes are as set out in this Base Prospectus and the applicable Issue Terms only and that the 2014 ISDA Definitions are not incorporated by reference to either. Consequently, investing in Credit Linked Notes is not necessarily equivalent to investing a credit default swap that incorporates either the 2003 ISDA Definitions or the 2014 ISDA Definitions.

While ISDA has published and, where appropriate, supplemented the 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2014 ISDA Definitions and the terms applied to credit derivatives generally, including Credit Linked Notes are subject to further evolution. Past events have shown that the view of market participants may differ as to how either set of the ISDA Definitions operate or should operate. As a result of the continued evolution of the market, the Credit Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Credit Linked Notes and there can be no assurances that changes to the terms applicable to credit derivatives generally will be predictable or favourable to the Issuer or the Noteholders.

### *Risks relating to Auction Settlement of Credit Linked Notes*

Where an Auction Final Price Determination Date occurs in respect of Credit Linked Notes, the Auction Final Price will be determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms, 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 may be amended from time to time. 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 relevant Reference Obligation.

The Issuer and the Noteholders may have little or no influence in the outcome of any such auction. However, there is a possibility that the Issuer or the Calculation Agent (or one of their Affiliates) would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the Auction Final Price including (without limitation): (a) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations which are not denominated in the auction currency into such currency for the purposes of the auction; and (b) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), neither the Issuer nor the Calculation Agent (or any of their Affiliates) shall be under any obligation to consider the interests of any Noteholder and, as a result, may take action that is adverse to the interests of Noteholders.

### *Cheapest to deliver risk*

Where Physical Settlement is applicable, upon the occurrence of a Credit Event Determination Date, the Calculation Agent has the discretion to select Deliverable Obligations of the Reference Entity for delivery to the Noteholders. It is likely that the Deliverable Obligations selected by the Calculation Agent are obligations of the Reference Entity with the lowest market value that are permitted to be delivered in accordance with the terms of the Notes. In addition, the Deliverable Obligations may be illiquid and such illiquidity may be more pronounced following the occurrence of a Credit Event, thereby adversely affecting the value of the relevant Deliverable Obligation. The Calculation Agent has no liability to account to the Noteholders or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from such selection.

### *Cheapest to value risk*

Where Cash Settlement is applicable, upon the occurrence of an Event Determination Date, the Calculation Agent has the discretion to select Valuation Obligations of the Reference Entity for valuation in order to determine the Final Price. It is likely that the Valuation Obligations selected by the Calculation Agent are obligations of the Reference Entity with the lowest market value that are permitted to be valued in accordance with the terms of the Notes. This could result in a lower recovery value and hence greater losses for Noteholders. In addition, the Valuation Obligations may be illiquid and such illiquidity may be more pronounced following the occurrence of a Credit Event, thereby adversely affecting the value of the relevant Valuation Obligation which in turn would result in a lower recovery value for Noteholders.

## RISK FACTORS

### ***There are specific risks relating to Fund Linked Notes and ETF Linked Notes***

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon the price or changes in the price of units or shares in a fund or funds (including exchange traded fund shares) or, depending on the price or changes in the price of units or shares in such fund or funds, where the Issuer's obligation on redemption is to deliver a specified amount of fund shares ("**Fund / ETF Linked Notes**"). Accordingly an investment in Fund / ETF Linked Notes may bear similar market risks to a direct fund investment and potential investors should take advice accordingly. Depending on the terms of the Fund / ETF Linked Notes (i) potential investors may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified Fund Shares or ETF Shares may occur at a different time than expected and (iii) potential investors may lose all or a substantial portion of their investment. In addition, the movements in the price of units, shares or interests in the fund or funds may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the units or shares in the fund or funds 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 price or prices of the units, shares or interests in the fund or funds, the greater the effect on yield.

In the event of the occurrence of one or more Potential ETF Events, the Calculation Agent may seek to make adjustments in accordance with the ETF Linked Conditions. Such adjustments may have an adverse effect on the value of the Notes.

In the event of the occurrence of one or more Extraordinary Fund Events or Extraordinary ETF Events, as the case may be, the Issuer may seek to make adjustments, substitute the relevant Fund Shares or ETF Shares, as the case may be, with fund shares of a fund, or exchange traded fund shares, as the case may be, with similar characteristics or, if no such fund or ETF is selected, with a replacement index, or redeem the Notes at its discretion. Any adjustment or substitution may have an adverse effect on the value of the Notes.

In the event that redemption proceeds in respect of the underlying Fund Shares or ETF Shares, as the case may be, are not received by the hedge provider on or prior to the Scheduled Maturity Date or Termination Date, such date may be postponed for a period of up to two calendar years (or such other period as may be specified in the Issue Terms) and no additional amount shall be payable as a result of such delay and so in such circumstance investors may therefore miss the opportunity to invest the redemption proceeds that would have been otherwise received earlier in other assets or investments.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the units or shares of the fund(s) or exchange traded funds, on principal or interest payable will be magnified. See also risk factor "*There are risks associated with leveraged exposures*" below.

The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the price of units or shares in the fund(s) or exchange traded fund(s). The price of units or shares in a fund or exchange traded fund may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any units or shares in the fund(s) or exchange traded fund(s) may be traded. In addition, the price of units or shares in a fund or exchange traded fund may be affected by the performance of the fund service providers, and, in particular, the investment advisor. Prospective investors should review carefully the prospectus, information memorandum and/or base prospectus (if any) issued by any relevant fund or exchange traded fund before purchasing any Notes. None of the Issuer, the Guarantor, any affiliate of the Issuer or Guarantor or the Calculation Agent make any representation as to the creditworthiness of any relevant fund or exchange traded fund or any such fund's administrative, custodian, investment manager or adviser. If such persons are not creditworthy or otherwise fail to perform, as the case may be, it may adversely affect value of the Notes.

Where the Issuer issues Fund / ETF Linked Notes linked to one or more funds, including hedge funds and exchange traded funds, the relevant Notes reflect the performance of such fund(s).

In addition, when the Issuer issues Fund / ETF Linked Notes linked to one or more funds, including hedge funds and exchange traded funds the relevant fund(s) or exchange traded fund(s) may trade and invest in a broad range of investments such as debt and equity securities, commodities or commodity indices and foreign exchange and may enter into derivative transactions, including, without limitation, futures and options. The relevant fund(s) or exchange traded fund(s) may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of funds are often opaque. The relevant fund(s) or exchange traded fund(s), as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities. If the underlying relevant fund(s) or

## RISK FACTORS

exchange traded fund(s) do not perform sufficiently well, the value of the Notes will fall, and may in certain circumstances be zero.

See also risk factors "*A Noteholder does not have rights of ownership in the Reference Item(s)*" and "*The Calculation Agent, which will generally be the Guarantor or an affiliate of the Guarantor, has broad discretionary powers which may not take into account the interests of the Noteholders*" below.

*Holders may receive physical delivery of Fund Shares or ETF Shares in lieu of payment of cash amounts.*

Where the Notes include the right of the Issuer, subject to the fulfilment of a particular condition, to redeem the Notes at their maturity by delivering Fund Shares or ETF Shares to the purchaser of such Notes, the purchasers will receive such Fund Shares or ETF Shares rather than a monetary amount upon maturity. Holders will, therefore, be exposed to the issuer of such Fund Shares or ETF Shares and the risks associated with such Fund Shares or ETF Shares. The purchaser should not assume that the Noteholder will be able to sell such Fund Shares or ETF Shares for a specific price after the redemption of the Notes, and in particular not for the purchase price of the Notes. Under certain circumstances the Fund Shares or ETF Shares may only have a very low value or may, in fact, be worthless, in which case see risk factor "*Investors may lose the original invested amount*" below. Holders may also be subject to certain documentary or stamp taxes in relation to the delivery and/or disposal of such Fund Shares or ETF Shares.

For all the above reasons, investing directly or indirectly in funds is generally considered to be risky. If the underlying fund does not perform sufficiently well, the value of the Notes will fall, and may in certain circumstances be zero.

### ***There are specific risks relating to Foreign Exchange (FX) Rate Linked Notes***

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon movements in currency exchange rates or are payable in one or more currencies which may be different from the currency in which the Notes are denominated ("**Foreign Exchange (FX) Rate Notes**"). Accordingly an investment in Foreign Exchange (FX) Rate Notes may bear similar market risks to a direct foreign exchange investment and potential investors should take advice accordingly.

Depending on the terms of the Foreign Exchange (FX) Rate Notes (i) potential investors may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of assets may occur at a different time or in a different currency than expected and (iii) potential investors may lose a substantial portion or all of their investment. In addition, movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in currency exchange rates, the greater the effect on yield.

The foreign exchange rate(s) to which the Notes are linked will affect the nature and value of the investment return on the Notes. The performance of foreign exchange rates are dependent upon the supply and demand for currencies in the international foreign exchange markets, which are subject to economic factors, including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility and safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks. Such measures include, without limitation, imposition of regulatory controls or taxes, issuance of a new currency to replace an existing currency, alteration of the exchange rate or exchange characteristics by devaluation or revaluation of a currency or imposition of exchange controls with respect to the exchange or transfer of a specified currency that would affect exchange rates and the availability of a specified currency. Where the Notes are linked to the currency of an emerging market jurisdiction, such risks may be magnified – see also risk factor "*Where the Notes are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets*" below.

If the amount of principal and/or interest payable are dependent upon movements in currency exchange rates and are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the currency exchange rates on principal or interest payable will be magnified. See also risk factor "*There are risks associated with leveraged exposures*" below.

Payments of principal and interest or other obligations of the Issuer in respect of any Foreign Exchange (FX) Rate Notes may be restricted or varied upon the occurrence of certain disruption events applicable to the Notes. A relevant disruption event for an exchange rate may relate to inability to obtain a price for the exchange rate from the applicable price source(s), illiquidity, the split of any relevant currency into a dual exchange rate,

## RISK FACTORS

inconvertibility, non-transferability, a material change in circumstances in the jurisdiction of the Subject Currency that makes it impossible to fulfil certain hedging arrangements, a nationalisation or variations in the prices quoted for the exchange on different sources being greater than a specified percentage threshold (or not quoted for by members of a survey used to determine such source) if specified for that rate in the terms and conditions of the Notes and/or the Issue Terms.

Following a relevant disruption event, the applicable valuation date may be postponed so long as the relevant disruption event continues, the Calculation Agent may determine the applicable exchange rate, the Notes may be redeemed early (or on the originally designated date) by payment of the applicable early redemption amount rather than any amount that would have otherwise been calculated in respect of and due on the relevant date, the related date for payment or delivery may be deferred so long as the relevant disruption event continues or a fallback reference price source or sources may be used to calculate the rate instead of the originally designated price source. Potential investors in any Foreign Exchange (FX) Rate Notes may be affected by an adverse effect on (i) the value of, and/or amounts or assets due in respect of, the Notes due to the occurrence of any disruption event and application of the related disruption fallback(s); or (ii) an investor's investment schedule, timetable or plans if any due date for payment and/or delivery under the Notes is postponed as a consequence of a disruption event.

### ***There are specific risks relating to Inflation Linked Notes***

The Issuer may issue Notes where the amount of principal and/or interest payable is dependent upon the level of an inflation index or indices ("Inflation Linked Notes").

Depending on the terms of the Inflation Linked Notes (i) potential investors may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) potential investors may lose all or a substantial portion of their investment. In addition, the movements in the level of the inflation index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the inflation index or indices 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 level of an inflation index or result of a formula, the greater the effect on yield.

In certain circumstances following cessation of publication of the inflation index, the Calculation Agent may determine a successor inflation index and make adjustments to the terms of the Notes and such adjustments may have an adverse effect on the value of the Notes. In certain circumstances following cessation of publication of the inflation index, the Calculation Agent may determine that there is no appropriate alternative inflation index, in which case the Issuer may redeem the Notes early and an investor may receive less than their initial investment in the Notes.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the inflation index or the indices on principal or interest payable will be magnified. See also risk factor "*There are risks associated with leveraged exposures*" below.

The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the inflation index or indices. The level of the inflation index or indices may be affected by the economic, financial and political events in one or more jurisdictions. See also risk factor "*The Group is exposed to risks related to reforms of Index and Commodity Index "Benchmarks"*" below.

### ***There are specific risks relating to Floating Rate Notes***

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the "*Terms and Conditions of the Notes*" provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to issue Fixed Rate Notes may affect the market value and secondary market (if any) of the Floating Rate Notes (and *vice versa*). See also risk factors "*There are risks associated with leveraged exposures*," "*The Group is exposed to risks related to reforms of Index and Commodity Index "Benchmarks"*" and "*There are risks associated with leveraged exposures*" below.

## RISK FACTORS

### ***There are specific risks relating to Implicit Yield Notes for Persons who are Tax Resident in Spain***

The sale, transfer, or acquisition of Implicit Yield Notes (as defined in General Condition 2(j) of the "Terms and Conditions of the Notes"), including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will recognise any Spanish Individual as an owner of Implicit Yield Notes and Spanish Individuals who are Noteholders may lose all or a substantial part of their investment on such Notes.

### ***There are specific risks relating to Fixed Rate Notes***

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes. See also risk factor "*There are risks associated with leveraged exposures*" below.

### **3.3 Risk Factors associated generally with Notes that are linked to Reference Item(s)**

#### ***There are specific risks relating to Reference Item Linked Notes***

Reference Item Linked Notes are securities which do not provide for predetermined redemption amounts and/or interest payments, but amounts payable (whether in respect of principal and/or interest) or deliverable will be dependent upon the performance of the Reference Item, or a combination of Reference Items, which themselves may contain substantial credit, interest rate, foreign exchange, correlation, time value, political and/or other risks.

An investment in Reference Item Linked Notes therefore entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. These risks include the possibility that the holder of a Reference Item Linked Note could lose all or a substantial portion of the principal of such Note (whether payable at maturity or upon redemption or repayment), and that the resulting interest rate (if any) will be less than that payable on a conventional debt security issued by the Issuer at the same time or no interest will be payable at all. The risk of the loss of some or all of the purchase price of a Reference Item Linked Note upon redemption means that, in order to recover and realise a return upon his or her investment, a purchaser of such Note must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Reference Item.

#### ***It may not be possible to use the Notes as a perfect hedge against the market risk associated with investing in a Reference Item***

Potential purchasers intending to purchase Notes to hedge against the market risk associated with investing in a Reference Item should recognise the complexities of utilising Notes in this manner. For example, the value of the Notes may not exactly match the value of the Reference Item. Due to fluctuating supply and demand for the Notes, there is no assurance that their value will match movements in the value of the Reference Item. For these reasons, among others, it may not be possible to purchase or liquidate Notes in a portfolio at the prices used to calculate the value of any Reference Item.

## RISK FACTORS

### ***There may be regulatory consequences for a Holder of Reference Item Linked Notes***

There may be regulatory and other consequences associated with the ownership by certain investors of certain Reference Item Linked Notes. Each purchaser of Notes must conduct its own investigation into its regulatory position with respect to the potential purchase of Notes. Any failure by the potential purchasers to investigate their regulatory position might result in breach of regulations and/or may have further consequences for the potential purchasers.

### ***There are specific risks with regard to Notes linked to a combination of Reference Items***

An investment in Notes that are linked to a combination of Reference Items will entail significant risks not associated with an investment in a conventional debt security. A combination of the risks associated to the Reference Items may be significantly higher than the risks of each Reference Item considered on its own. On redemption of these type of Notes, the Noteholders will receive an amount (if any) or Entitlement (if any) determined by reference to the value of a combination of a number of different Reference Items. These Notes may pay interest calculated by reference to the value of the combination of a number of Reference Items.

### ***A Noteholder does not have rights of ownership in the Reference Item(s)***

Purchasers of Notes should be aware that the Issuer is under no obligation to hold a position in any Reference Item(s) and should note that the relevant Reference Item(s) that may be held by the Issuer will not be held by the Issuer for the benefit of the purchasers of such Notes and, as such, Noteholders will not obtain any rights of ownership, including, without limitation, any voting rights, any rights to receive dividends or other distributions or any other rights with respect to any Reference Item referenced by such Notes. As a result, Noteholders will not be able to exercise rights they would have as owner or have any recourse to any issuer of a Reference Item.

With respect to Equity Linked Notes, unless otherwise specified in the Issue Terms, the Interest Amount and/or Final Redemption Amount will not reflect the payment of any dividends on the underlying equity securities. Accordingly, the return on the Equity Linked Notes will not reflect the return an investor would realise if it actually owned the underlying equity securities and received dividends, if any, paid on those securities. Therefore, the yield to maturity based on the methodology for calculating the Final Redemption Amount will not be the same yield as would be produced if the underlying equity securities were purchased directly and held for a similar period.

With respect to the Index Linked Notes, if the components of the indices are shares, Noteholders will not receive any dividends paid on those shares and will not participate in the return on those dividends unless the relevant index takes such dividends into account for purposes of calculating the relevant level. Accordingly, purchasers in Index Linked Notes may receive a lower payment upon redemption of such Notes than such purchaser would have received if the Noteholder had invested in the components of the index directly.

With respect to Fund / ETF Linked Notes, unless otherwise specified in the Issue Terms, the Interest Amount and/or Final Redemption Amount will not reflect the payment of any dividends on the underlying fund shares or exchange traded fund shares, as the case may be. Accordingly, the return on the Fund / ETF Linked Notes will not reflect the return an investor would realise if it actually owned the underlying fund shares or exchange traded fund shares, as the case may be, and received dividends, if any, paid on those underlying fund shares or exchange traded fund shares, as the case may be. Therefore, the yield to maturity based on the methodology for calculating the Final Redemption Amount will not be the same yield as would be produced if the underlying fund shares or exchange traded fund shares, as the case may be, were purchased directly and held for a similar period.

As a result, potential investors in Index Linked Notes, Equity Linked Notes or Fund / ETF Linked Notes may receive less return than expected. See also risk factors "*There are specific risks relating to Equity Linked Notes*", "*There are specific risks relating to Index Linked Notes*" and "*There are specific risks relating to Fund Linked Notes and ETF Linked Notes*" above.

## RISK FACTORS

### ***The Issuer, the Guarantor and their respective affiliates may take positions in or deal with Reference Item(s)***

The Issuer and/or the Guarantor are subject to various potential conflicts of interest in respect of the Notes, which could have an adverse effect on the Notes.

The Issuer, the Guarantor and their respective affiliates may:

- (i) in the ordinary course of business, effect transactions for their own account or for the account of their customers and hold long or short positions in the Reference Item(s) or related derivatives;
- (ii) in connection with an offering of Notes, enter into one or more hedging transactions with respect to the Reference Item(s) or related derivatives; and/or
- (iii) in connection with such hedging or market-making activities or with respect to proprietary or other trading activities, enter into transactions in the Reference Item(s) or related derivatives which may adversely (or positively) affect the price, liquidity or value of the relevant Notes and which could therefore be adverse to the interests of the relevant Noteholders.

### ***The Issuer and/or the Guarantor may have confidential information relating to the Reference Item and the Notes***

The Issuer and/or the Guarantor or its affiliates may from time to time, by virtue of their status as underwriter, advisor or otherwise, possess or have access to information relating to the Notes, the Reference Item and any derivative Notes referencing them. Such affiliates will not be obliged to disclose any such information to a purchaser of the Notes provided that when such information constitutes inside information for the purposes of the Market Abuse Regulation 596/2014 ("MAR"), then the provisions of MAR and of any other conduct rules will be of application in relation to the same.

### ***The Guarantor's securities may be/form part of a Reference Item***

The Guarantor's shares or other instruments issued by the Guarantor may be/form part of a Reference Item in Index Linked Notes, Equity Linked Notes or other type of Notes. The Guarantor will have material information in relation to such Notes which the Guarantor will not be obliged to disclose to a purchaser of Notes.

### **3.4 Risk Factors relating to the structure of a particular issue of Notes**

There are particular risks associated with an investment in certain types of Notes and an investor may lose some or all of the principal amount invested by it.

#### ***Investors may lose the original invested amount***

Investors may lose up to the entire value of their investment in the Notes, or part of it, as the case may be, as a result of the occurrence of any one or more of the following events:

- (i) the Issuer and the Guarantor of the Notes are subject to insolvency proceedings or some other event impairing the ability of each to meet its obligations under the Notes;
- (ii) the terms of the relevant Notes do not provide for full repayment of the initial purchase price upon final maturity and/or mandatory early redemption of such Notes and the relevant Reference Item(s) perform in such a manner that the final redemption amount and/or mandatory early redemption amount is less than the initial purchase price;
- (iii) the purchaser seeks to sell the relevant Notes prior to their scheduled maturity, and the sale price of the Notes in the secondary market is less than the purchaser's initial investment; and
- (iv) the Notes are subject to certain adjustments in accordance with the terms and conditions of such Notes that may result in the scheduled amount to be paid or asset(s) to be delivered upon redemption being reduced to or being valued at an amount less than a purchaser's initial investment.

Notwithstanding that the relevant Notes may be linked to the performance of one or more Reference Items, investors in such Notes do not have and shall not receive any rights in respect of any Reference Item and shall have no right to call for any Reference Item to be delivered to them (unless otherwise provided in the Issue Terms). In addition, neither the relevant Issuer nor the Guarantor of the Notes shall be required to hold any Reference Item. As a result, Noteholders will not be able to exercise rights they would have as owner or have any recourse to any issuer of a Reference Item.

## RISK FACTORS

### ***There are risks associated with leveraged exposures***

Leverage involves the use of a number of financial techniques to increase the exposure to a Reference Item, and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the Reference Item moves in the anticipated direction, it will conversely magnify losses when the Reference Item moves against expectations. If the relevant Notes (including Floating Rate Notes or Fixed Rate Notes) include leverage, potential holders of such Notes should note that these Notes will involve a higher level of risk, and that whenever there are losses such losses will be higher (other things being equal) than those of a similar Note which is not leveraged.

### ***The relevant market value of the Notes at any time is dependent on other matters in addition to the credit risk of the Issuer and Guarantor and the performance of the relevant Reference Item(s)***

The market value of the Notes at any time will be affected by a number of factors independent of the creditworthiness of the Issuer and the Guarantor (if any) and the performance of the relevant Reference Item(s), including:

- (i) market interest and yield rates;
- (ii) the time remaining to any redemption date or the Maturity Date;
- (iii) where the Reference Item(s) is/are equity securities, the dividend rate on reference item(s) and the financial results and prospects of the issuer of each Reference Item; and
- (iv) numerous other economic, political and other factors.

The amount payable and/or deliverable in respect of Notes at any time prior to redemption is typically expected to be less than the trading price of such Notes at that time. The difference between the trading price and such amount will reflect, among other things, a "time value" for the Notes. The "time value" of the Notes will depend partly upon the length of the period remaining to final redemption and expectations concerning the value of the relevant Reference Item(s).

### ***If an investor holds Notes which are not denominated in the investor's home currency, that investor will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes***

The Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the Guarantee in the Specified Notes 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 Notes Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Notes 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 Notes Currency would decrease (1) the Investor's Currency equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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

### ***There are certain considerations associated with Notes Linked to Emerging Markets***

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

## RISK FACTORS

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

The probability of the occurrence of a disruption event and consequently loss of investment or profit by an investor may be higher for certain developing or emerging markets.

***Where the Notes are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets.***

Where the Notes are denominated in an emerging market currency or linked to one or more emerging market currencies, amounts determined to be due or deliverable in respect of such Notes may be significantly more volatile and subject to less certainty as to future rates than if the Notes were linked to currencies of more developed markets, for example emerging markets' currencies are highly exposed to the risk of a currency crisis happening in the future.

In particular, policies or actions of any relevant governments of the jurisdictions of such emerging markets currencies to which the Notes may be linked (the "**Currency Jurisdictions**") could adversely affect the relevant exchange rate(s) (such as through market interventions of their central banks or equivalent bodies; governmental action which changes or interferes with currency valuations or currency fluctuations that would otherwise occur in response to economic forces; and restrictions on foreign investment and currency convertibility or movement across borders). Non-governmental action may also directly or indirectly adversely affect the relevant exchange rates (such as through weak overall growth and performance of each applicable Currency Jurisdiction's economy and stock exchanges; political, economic and social uncertainty, including risks of nationalisation and expropriation of assets and natural disasters; or wars which affect any Currency Jurisdiction directly or indirectly).

Investors should note that the risk of occurrence and the severity of consequence of the matters described above may be greater with respect to any emerging market jurisdiction than they otherwise would be in relation to more developed countries. Economies in emerging markets are generally more heavily dependent upon international trade, and accordingly, may be affected adversely by trade barriers, foreign exchange controls (including taxes), managed adjustments in relative currency values and other protectionist measures imposed or negotiated with countries with which they trade.

The occurrence of any of the above circumstances may have an adverse effect on the value of the Notes and amounts due (if any) or assets deliverable (if any), or the date for payment thereunder.

Additionally, investors should note that if a disruption event occurs which prohibits or prevents the Issuer from making a payment in respect of the Notes, such payment will be postponed to a date falling 14 calendar days after the date on which such disruption event is no longer occurring and no interest shall accrue or Event of Default occur as a result of such postponement. In the event that the disruption event is continuing on the date which is one year after the last scheduled payment date in respect of the Notes, the Issuer shall make payment of the relevant amount in U.S. dollars or euros.

### ***Notes may be denominated in one currency and settled in another currency***

If the Issue Terms specify that the Settlement Exchange Rate Provisions are applicable, then such Notes are denominated in one currency (the "**SER Subject Currency**") but all or certain amounts due thereunder, as the case may be, are (or may be, if certain conditions such as a relevant exchange rate is at above or below a certain level(s)) are settled in another currency (the "**Settlement Currency**"). As such, the applicable amounts are converted by converting such amounts by reference to the applicable Settlement Exchange Rate specified in the applicable Issue Terms or, if not so specified, determined by the Calculation Agent in accordance with the terms and conditions of the Notes.

If the Issue Terms specify that the SER Intermediate Currency Requirements are applicable, then such Notes are denominated in one currency but all or certain amounts due thereunder, as the case may be, if any, are converted into an intermediate currency (the "**SER Intermediate Currency**") and then settled in the Settlement Currency. As such, the applicable amounts are converted by converting such amounts by reference to the applicable Second Settlement Exchange Rate and then the second Settlement Exchange Rate, each as specified in the applicable Issue Terms or, if not so specified, determined by the Calculation Agent in accordance with the terms and conditions of the Notes.

## RISK FACTORS

Notes are not principal protected in the SER Intermediate Currency or Settlement Currency even if the Notes are principal protected in the SER Subject Currency. If the denomination currency depreciates against the Settlement Currency or the SER Intermediate Currency, this will reduce the Settlement Currency amounts received (if any) under the Notes and an investor may receive less than their initial investment in the Notes.

Where a fixed Settlement Exchange Rate or Second Settlement Exchange Rate is not specified in the Issue Terms, neither the Issuer nor the Guarantor have control over the Settlement Exchange Rate or the Second Settlement Exchange Rate and will not make any adjustment or change in the terms of the Notes in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting the settlement currency, the denomination currency or any foreign currency. Investors will bear those risks. In addition, if an Unscheduled Holiday or a Price Source Disruption occurs in respect of the applicable Settlement Exchange Rate, the applicable disruption fallbacks may provide that the scheduled settlement exchange rate valuation date for such rate will be postponed, then this may result in deferral of the corresponding payment date under the Notes. If a date for payment is so postponed, this could adversely affect an investor's investment schedule, timetable or plans as they will receive amounts in respect of the Notes later than the originally scheduled date for payment. No interest will accrue or other amount will be payable by the Issuer in the event of any such delay.

In addition, investments in UVR Inflation-Adjusted Notes may be adversely impacted due to the fact that the payments in respect of the UVR Inflation-Adjusted Notes are adjusted by reference to the UVR rate in effect on the applicable payment date and so investors are exposed to fluctuations in that rate. Where there is a UVR Event (as defined in Annex 1 – Additional Terms and Conditions for Payouts), the Calculation Agent may determine that the UVR Inflation-Adjusted Notes are redeemed early at the Early Redemption Amount and interest will cease to accrue and no further interest will be payable from the Interest Payment Date (or, if none, the Issue Date) immediately preceding such UVR Event.

***If a Reference Item Linked Note includes Market Disruption Events or Failure to Open of an Exchange and the Calculation Agent determines such an event has occurred, any consequential postponement of the Strike Date, Valuation Date, Observation Date or Averaging Date may have an adverse effect on the Notes***

If an issue of Reference Item Linked Notes includes provisions dealing with the occurrence of a Market Disruption Event or failure to open of an exchange on the Strike Date, a Valuation Date, Observation Date or an Averaging Date and the Calculation Agent determines that a Market Disruption Event or failure to open of an exchange has occurred or exists on such date, any consequential postponement of the Strike Date, Valuation Date, Observation Date or Averaging Date or any alternative provisions for valuation provided in any such Notes may have an adverse effect on the value and liquidity of such Notes. The timing of such dates (as scheduled or as so postponed or adjusted) may affect the value of the relevant Notes such that the Noteholder may receive a lower cash redemption amount and/or interest amount or other payment under the relevant Notes than otherwise would have been the case. The occurrence of such a Market Disruption Event or failure to open of an exchange in relation to any Reference Item comprising a basket may also have such an adverse effect on Notes related to such basket. In addition, any such consequential postponement may result in the postponement of the date of redemption of the Notes.

***Where Notes are issued on a partly paid basis, an investor who fails to pay any subsequent instalment of the issue price could lose all of its investment***

The relevant Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of its Notes will result in the Notes redeeming early and could result in such investor losing all of its investment.

***Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates***

The market values of Notes issued at a substantial discount (such as Zero Coupon Notes) or premium from their principal amount 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.

***There are risks associated with Physically Settled Notes***

In the case of Notes which are redeemable by delivery of assets (other than Credit Linked Notes), if a Settlement Disruption Event occurs or exists on the due date for redemption of the Notes, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The Issuer in

## RISK FACTORS

these circumstances also has the right to pay the Disruption Cash Redemption Amount in lieu of delivering the Entitlement (as defined in the Terms and Conditions).

If a Failure to Deliver due to Illiquidity occurs, the Issuer has the right, in lieu of delivery of the assets affected by such event, to pay the Failure to Deliver Redemption Amount to the Noteholders. The Disruption Cash Redemption Amount and/or the Failure to Deliver Redemption Amount may be less than the fair market value of the Entitlement.

### ***Noteholders may be required to pay certain expenses in relation to Physically Settled Notes***

Holders of Notes subject to Physical Delivery must pay all Expenses relating to delivery of such Notes. As defined in the Terms and Conditions of the Notes, "Expenses" includes all costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Entitlement.

### ***There are certain requirements to be fulfilled and payments to be made by the Holder in order to receive Entitlement(s) in connection with Physically Settled Notes and the Issuer may decide to settle by way of cash payment instead in certain circumstances***

In order to receive the Entitlement in respect of a Note settled by way of Physical Delivery, the holder of such Note must deliver or send to the relevant Clearing System or Principal Paying Agent (as applicable) a duly completed Asset Transfer Notice on or prior to the relevant time on the Cut-off Date and pay the relevant Expenses. If a Noteholder fails to deliver as required the certification of non-U.S. beneficial ownership or certification that it is an eligible investor for U.S. securities law purposes, the Issuer may deliver what the Calculation Agent determines to be the fair market value of the Entitlement instead of the relevant assets.

### ***There are risks associated with Notes to which Variation of Settlement applies***

If Variation of Settlement applies, the Issuer has the right to elect to deliver Relevant Assets in lieu of the Final Redemption Amount. Noteholders should be aware that in this regard they are exposed to the credit risk and performance of the Relevant Assets as to the extent that the value of such Relevant Assets falls below the value of the Final Redemption Amount, the Issuer is financially incentivised to exercise its option to deliver the Relevant Assets to the Noteholders. If the Relevant Assets are bonds, Noteholders should also take note of the fact that if such bond redeems prior to the Maturity Date for any reason, and the Issuer elects to vary settlement, the Issuer may deliver the redemption proceeds of such bond, which might be substantially less than the nominal amount of the bond.

### ***There are risks associated with Notes where denominations involve integral multiples***

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination (as set out in the relevant Issue Terms) plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a Noteholder 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 (i) may not be able to transfer such Notes and (ii) may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and in each case would need to purchase a nominal amount of Notes such that its holding amounts to an integral multiple of the minimum Specified Denomination.

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

### ***CREST Depository Interests***

Investors who hold interests in the Notes through Euroclear UK & Ireland Limited ("CREST") through dematerialised depository interests ("CREST Depository Interests") will not be the legal owners of the Notes (the "Underlying Securities") to which such CREST Depository Interests relate. CREST Depository Interests are separate legal instruments from the Underlying Securities and represent indirect interests in the interests of the CREST Nominee in such Underlying Securities. The "CREST Manual" consists of a number of documents which set out the legal relationship of CREST with its users and participants.

The Underlying Securities (as distinct from the CREST Depository Interests representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through the relevant Clearance System. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the relevant Clearance System in or through which the Underlying Securities are held.

## RISK FACTORS

CREST International Nominees Limited or another entity appointed to act as nominee (the "**CREST Nominee**") in accordance with the CREST Global Deed Poll (in the form from time to time contained in Chapter 8 of the CREST International Manual (which forms part of the CREST Manual) (the "**CREST Deed Poll**") will hold the legal title to the Underlying Securities and the direct enforcement right in respect of the Underlying Securities. Rights in respect of the Underlying Securities cannot be enforced by holders of CREST Depository Interests except indirectly through CREST Depository Limited or any successor thereto (the "**CREST Depository**") and the CREST Nominee who in turn can enforce rights indirectly through the intermediary depositaries and custodians described above. The enforcement of rights in respect of the Underlying Securities will therefore be subject to the local law of the relevant intermediary.

These arrangements could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

Holders of CREST Depository Interests will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to the CREST International Manual and the CREST Rules applicable to the CREST International Settlement Links Service (in each case as contained in the CREST Manual). Investors in CREST Depository Interests should note that the provisions of the CREST Deed Poll and the CREST Manual (including, for the avoidance of doubt, the provisions of the CREST International Manual and the CREST Rules) contain indemnities, warranties, representations and undertakings to be given by holders of CREST Depository Interests and limitations on the liability of the CREST Depository as issuer of the CREST Depository Interests. Holders of CREST Depository Interests may incur liabilities pursuant to or resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them and the rights of and returns received by holders of CREST Depository Interests may differ from those of holders of Notes which are not represented by CREST Depository Interests.

Investors in CREST Depository Interests should note that holders of CREST Depository Interests may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service.

### 3.5 Risk Factors regarding the Notes generally

#### *Credit ratings assigned to the Issuer, the Guarantor or any Notes may not reflect all the risks associated with an investment in those Notes*

One or more independent credit rating agencies may assign credit ratings to the Notes. 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 Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time. Should the credit ratings of the Issuer, the Guarantor or any Notes be revised, suspended or withdrawn this could result in increased interest and other expenses on the Issuer's and the Guarantor's future borrowings and, therefore, have a material adverse effect on the Guarantor's business, results of operations, and financial condition.

In general, European (including United Kingdom) 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 or the United Kingdom 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 and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered or UK registered credit rating agency or the relevant non-EU or non-UK 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). If the status of the rating agency rating the Notes changes, European (including United Kingdom) investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including United Kingdom) regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

## RISK FACTORS

### ***Claims of Holders under the Notes are effectively junior to those of certain other creditors***

The BRRD and Law 11/2015 contemplate that Notes may be subject to the application of the general bail-in tool.

In addition, the Notes and any guarantee in respect of them (the "**Guarantee**") are unsecured and unsubordinated obligations of the Issuer and the Guarantor, respectively. Subject to statutory preferences, the Notes and the Guarantee will rank equally with any of the Issuer's and the Guarantor's other unsecured and unsubordinated indebtedness. However, the Notes and the Guarantee will be effectively subordinated to all of, respectively, the Issuer's and the Guarantor's secured indebtedness, to the extent of the value of the assets securing such indebtedness, and other preferential obligations under Spanish law.

"**BRRD**" means Directive 2014/59/EU of the European Parliament and of the Council of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as implemented into Spanish law by Law 11/2015 and Spanish Royal Decree 1012/2015 of November 6, by virtue of which Law 11/2015 is developed and Royal Decree 2606/1996 of December 20 on credit entities' deposit guarantee fund is amended (*Real Decreto 1012/2015, de 6 de noviembre, por el que se desarrolla la Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión, y por el que se modifica el Real Decreto 2606/1996, de 20 de diciembre, sobre fondos de garantía de depósitos de entidades de crédito*), as amended, replaced or supplemented from time to time ("**RD 1012/2015**"), as amended, replaced or supplemented from time to time (including as amended by Directive 2019/879 of the European Parliament and of the Council of May 20) and including any other relevant implementing or developing regulatory provisions.

### ***An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes***

Notes may have no established trading market when issued, and one may never develop, so investors should be prepared to hold their Notes until maturity. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes 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 Notes 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 Notes 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 Notes.

### ***Notes may be redeemed prior to their scheduled maturity***

In the event that the Issuer would be required to pay additional amounts in respect of any Notes due to any withholding as provided in General Condition 7 of the "*Terms and Conditions of the Notes*" or the performance of the Issuer's obligations under the Notes or any arrangements made to hedge its obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part or if an Administrator/Benchmark Event (as defined in General Condition 6(l) occurs), the Issuer may or be required to redeem all of the Notes then outstanding in accordance with the Terms and Conditions of the Notes.

In the event that one or more Events of Default (as defined in General Condition 9 of the "*Terms and Conditions of the Notes*") occurs, the Notes may become immediately due and repayable at their Early Redemption Amount. In addition, if "Automatic Early Redemption Event" is specified as being applicable in the Issue Terms, on the occurrence of an Automatic Early Redemption Event the Notes will be automatically redeemed at their Automatic Early Redemption Amount. If an Additional Disruption Event or an Extraordinary Event occurs, the Issuer may redeem the Notes early.

The Issue Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer. Such right of termination is often provided for Notes in periods of high interest rates. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, the Noteholder may not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

## RISK FACTORS

***The Calculation Agent, which will generally be the Guarantor or an affiliate of the Guarantor, has broad discretionary powers which may not take into account the interests of the Noteholders***

As the Calculation Agent will generally be the Guarantor or an affiliate of the Guarantor, potential conflicts of interest may exist between the Calculation Agent and the Noteholders, including with respect to the exercise of the very broad discretionary powers of the Calculation Agent. For example, the Calculation Agent has the authority (i) to determine whether certain specified events and/or matters so specified in the conditions relating to a Tranche of Notes have occurred and (ii) to determine any resulting adjustments and calculations or substitutions as described in such conditions. Potential purchasers should be aware that any determination made by the Calculation Agent may have an impact on the value and financial return of the Notes or result in the occurrence of an early repayment at an amount less than an investor's initial investment. Any such discretion exercised by, or any calculation made by, the Calculation Agent (in the absence of manifest or proven error) shall be binding on the relevant Issuer and all Noteholders.

***The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes***

***Spanish Tax Rules may impose withholding tax in certain circumstances (subject to certain exceptions) and neither the Issuer nor the Guarantor is obliged to pay additional amounts in such event.***

### **Notes originally registered with the entities that manage clearing systems located in Spain**

According to the wording of article 44.4 of RD 1065/2007, income derived from securities originally registered with a clearing system located in Spain, will be paid free of Spanish withholding tax in respect to non-Spanish-resident holders (acting or not through a permanent establishment in the Kingdom of Spain) or to legal entities that are resident in the Kingdom of Spain for tax purposes and are subject to Corporate Income Tax, provided that the entities which hold values registered on its third parties accounts or, if applicable, the entities that manage clearing systems located outside Spain which have entered into an agreement with such clearing system located in Spain, submit a statement to the Issuer in accordance with the form attached as annex to RD 1065/2007 (see "Supplementary Annex" under "Taxation" section of this Base Prospectus) with the following information:

- (A) identification of the securities;
- (B) total amount of income;
- (C) amount of income received by individual with tax residency in Spain which are subject to personal income tax; and
- (D) amount of income received that will be paid free of Spanish withholding tax.

### **Notes originally registered with the entities that manage clearing systems located outside of Spain**

According to the literal wording of Article 44.5 of RD 1065/2007, income derived from securities originally registered with the entities that manage clearing systems located outside Spain, and are recognised by Spanish law or by the law of another OECD country (such as the Depository Trust Company ("DTC"), Euroclear or Clearstream), will be paid free of Spanish withholding tax provided that the Paying Agent appointed by the Issuer submits a statement to the Issuer, the form of which is included in the Agency Agreement, with the following information:

- (i) identification of the securities; and
- (ii) total amount of the income corresponding to each clearing system located outside Spain.

These obligations refer to the total amount paid to investors through each foreign clearing house. For these purposes, "income means interest and the difference, if any, between the aggregate amount payable on the redemption of the Notes and the issue price of the Notes".

In accordance with Article 44 of RD 1065/2007 as amended by RD 1145/2011, the relevant Paying Agent should provide the relevant Issuer with the statement on the business day immediately prior to each interest

## RISK FACTORS

payment date. The statement must reflect the situation at the close of business of that same day. In the event that on such date, the entity(ies) obliged to provide the declaration fail to do so, the Issuer or the Paying Agent on its behalf will make a withholding at the general rate (currently 19 per cent.) on the total amount of the return on the relevant Notes otherwise payable to such entity.

Notwithstanding the foregoing, the Issuer has agreed that in the event withholding tax should be required by law, the Issuer shall pay such additional amounts as would have been received had no such withholding or deduction been required, except as provided in Condition 7 and as otherwise described in this Base Prospectus.

### ***Potential U.S. Withholding Tax under FATCA and on U.S. Dividend Equivalent Amounts***

As discussed in "*Taxation—United States Federal Taxation*" below, sections 1471 through 1474 of the U.S. Internal Revenue Code (the "Code") and any regulations thereunder or official guidance in connection therewith, an agreement entered into with the IRS pursuant to such sections of the Code, or an intergovernmental agreement (an "IGA") between the United States and another jurisdiction in furtherance of such sections of the Code, or any non-U.S. laws or rules implementing an IGA (collectively referred to as "FATCA") may impose a withholding tax of 30% on payments made on the Notes (including payments made by financial intermediaries), unless various U.S. information reporting and due diligence requirements have been satisfied.

Furthermore, Section 871(m) of the Code and the regulations thereunder require withholding (up to 30% depending on whether an income tax treaty applies) on payments or deemed payments made to non-U.S. persons on certain financial instruments to the extent that such payments are treated, for U.S. federal income tax purposes, as being U.S.-source dividend equivalent amounts.

If withholding is so required, the relevant Issuer will not be required to pay any additional amounts with respect to the amounts so withheld. Either of the foregoing rules may affect the amounts paid to an investor on the Notes.

### ***The U.S. federal income tax consequences of an investment in the Notes are complex and may be uncertain***

The U.S. federal income tax consequences of an investment in the Notes are complex. Additionally, for certain Notes, there are no direct legal authorities as to the proper treatment of the Notes for U.S. federal income tax purposes, and, therefore, significant aspects of the U.S. federal income tax treatment of such Notes are uncertain. Please read the discussion under "*Taxation—United States Federal Taxation*".

### ***The conditions of the Notes contain provisions which may permit their modification without the consent of all investors***

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

### ***Potential conflicts of interest relating to distributors or other entities involved in the offer or listing of the Notes***

Potential conflicts of interest may arise in connection with the Notes, as any distributors or other entities involved in the offer and/or the listing of the Notes as indicated in the Issue Terms, may act pursuant to a mandate from the Issuer and/or the Guarantor and for the Dealer and may receive commissions and/or fees on the basis of the services performed in relation to such offer and/or listing.

### ***If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return***

An optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes 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 Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. 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 Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors may be exposed to reinvestment risk in light of other investments available at that time.

## RISK FACTORS

### ***The Issuer of the Notes may be substituted without the consent of the Noteholders***

The conditions of the Notes provide that the Issuer of the Notes may be replaced as obligor under such Notes with the Guarantor or any company from BBVA's group. Whilst the new issuer will provide an indemnity in favour of the Noteholders in relation to any additional tax or duties that become payable solely as a result of such substitution, Noteholders will not have the right to object to such substitution. See General Condition 16 of the "*Terms and Conditions of the Notes*". Any such substitution may have an adverse effect on the value of the Notes.

### ***The Guarantor of the Notes may be substituted without the consent of the Noteholders***

The conditions of the Notes provide that the Guarantor of the Notes may be replaced as guarantor under such Notes with another company incorporated anywhere in the world. Whilst the new guarantor will provide an indemnity in favour of the Noteholders in relation to any additional tax or duties that become payable solely as a result of such substitution. Noteholders will not have the right to object to such substitution. See General Condition 16 of the "*Terms and Conditions of the Notes*". Any such substitution may have an adverse effect on the value of the Notes.

### ***The value of the Notes could be adversely affected by a change in English law or administrative practice***

The General Conditions (except for General Condition 18 of the "*Terms and Conditions of the Notes*") of the Notes 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 Spanish and English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

### ***The Group is exposed to risks related to reforms of Index and Commodity Index "Benchmarks"***

The global reform of the reference interest rates is a key aspect of monitoring for the Guarantor. Interbank offered rates ("**IBORs**") are key reference interest rates underpinning many contracts within the financial sector worldwide. Following the FSB's 2014 recommendations, authorities in several countries are promoting initiatives for the financial system to reduce its dependence on the interbank offered rates ("**IBORs**") and transition to risk-free alternative interest rates ("**RFR**") by late 2021. These RFRs are designed to overcome the difficulties of IBOR rates; especially, to minimize dependence on expert judgment and guarantee greater transparency and understanding in its elaboration process. In certain cases, such transition will result in the substitution of the rate historically used as a reference by the new RFR (for example in Europe, the substitution of Euro overnight index average ("**EONIA**") by the euro short term rate, or in the United States, the substitution of USD LIBOR by SOFR) or the modification of the existing index methodology (for example, in the case of overnight interest rates, the Sterling Overnight Index Average ("**SONIA**") for the GBP market, or in the case of forward interest rates, the Euro-zone inter-bank offered rate ("**EURIBOR**")).

BBVA Group has a significant number of financial assets and liabilities whose contracts are referenced to IBORs, especially the EURIBOR, which is used, among others, for loans, deposits and debt issues, as well as an underlying reference rate in derivatives. Furthermore, although the exposure to EONIA is lower in the banking book, this IBOR is used as the underlying reference in derivatives of the trading book, as well as for the treatment of collaterals, mainly in Spain. In the case of LIBOR, the USD is the most relevant currency for, both, debt instruments of the banking book and the trading book. Other LIBOR currencies (CHF, GBP and JPY) have a lower specific weight.

The Benchmarks Regulation could have a material impact on any Notes for which a request for admission to trading on a trading venue has been made, or which are traded on a trading venue or via a "systematic internaliser" linked to a "benchmark" for Benchmarks Regulation purpose, including in any of the following circumstances:

- (i) an index which is a "benchmark" could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular "benchmark" and the applicable terms of the Notes, the Notes could be de-listed, adjusted, redeemed or otherwise impacted; and

## RISK FACTORS

- (ii) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including calculation agent determination of the rate or level in its discretion.

An Administrator/Benchmark Event may arise if any of the following circumstances occurs or will occur: (1) a benchmark is materially changed or permanently cancelled, or (2) (i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn.

In the United Kingdom, the national government has extended the legislation originally put in place to cover LIBOR to regulate a number of additional major United Kingdom-based financial benchmarks in the fixed income, commodity and currency markets, which could be further expanded in the future.

The FCA has also released "Financial Benchmarks: Thematic review of oversight and controls," which reviewed the activities of firms in relation to a much broader spectrum of "benchmarks" that ultimately could impact inputs, governance and availability of certain "benchmarks."

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the calculation agent, delisting or other consequence in relation to Notes linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Notes.

### ***Risks relating to USD LIBOR***

If the relevant Benchmark (as defined in General Condition 6(l) of the "*Terms and Conditions of the Notes*") for the determination of the Rate of Interest in respect of any Floating Rate Notes is a USD LIBOR rate (of any tenor) or any Notes otherwise reference a USD LIBOR rate (of any tenor) and the Calculation Agent determines that a Benchmark Transition Event (as defined in "*Annex 9 – USD LIBOR Benchmark Transition Event Annex*") and its related Benchmark Replacement Date (as defined in "*Annex 9 – USD LIBOR Benchmark Transition Event Annex*") have occurred prior to the Reference Time (as defined in "*Annex 9 – USD LIBOR Benchmark Transition Event Annex*") and the Calculation Agent determines that there is a Benchmark Replacement that will account for the effect of the Benchmark Transition Event, then a Benchmark Replacement will replace the then-current USD LIBOR rate for all purposes relating to the Notes during the applicable Interest Period or other applicable period or date(s) in accordance with the provisions of the *Annex 9 – USD LIBOR Benchmark Transition Event Annex*. The selection of a Benchmark Replacement by the Calculation Agent in accordance with the provisions of the *Annex 9 – USD LIBOR Benchmark Transition Event Annex*, could result in adverse consequences to the relevant Rate of Interest or other variable or amount, which could adversely affect the return on, value of and market for the Notes. In addition, the characteristics of any Benchmark Replacement might not be similar to USD LIBOR and there is a risk that the Benchmark Replacement might not produce the economic equivalent of USD LIBOR. If the Calculation Agent determines that there is not a Benchmark Replacement that will account for the effect of the Benchmark Transition Event, the Issuer may redeem all of the Notes then outstanding in accordance with the Terms and Conditions of the Notes and an investor may receive less than their initial investment in the Notes and interest will cease to accrue and no further interest will be payable since from the immediately preceding Interest Payment Date (or, if none, the Issue Date) immediately preceding the relevant Benchmark Transition Event Determination (as defined in General Condition 6(l)).

Further, the Benchmark Replacements may include Term SOFR, which is a forward-looking term rate for the applicable Corresponding Tenor (as defined in the "*Annex 9 – USD LIBOR Benchmark Transition Event Annex*") based on SOFR that has been selected or recommended by the Relevant Governmental Body (as

## RISK FACTORS

defined in the "Annex 9 – USD LIBOR Benchmark Transition Event Annex"). Term SOFR is being developed by the Federal Reserve Bank of New York (the "**NY Federal Reserve**") and there is a risk that the development of Term SOFR might not be completed which might result in substitution of USD LIBOR with the next-available Benchmark Replacement for all purposes of all subsequent determinations. The NY Federal Reserve also noted that the use of SOFR is subject to important limitations and the NY Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. In the event SOFR is discontinued or fundamentally altered this may adversely affect the return on and value of the Notes.

### ***The Notes are not insured by the Federal Deposit Insurance Corporation.***

The Notes are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency of the United States or any other jurisdiction. In the event that the Issuer or the Guarantor is unable to pay or settle the Issuer's obligations under the Notes, investors risk losing their entire investment.

### **3.6 Risk Factor relating to Sustainable Notes**

#### ***The application of the net proceeds of Sustainable Notes may not meet investor expectations or be suitable for an investor's investment criteria***

Prospective investors in any Notes, where it is specified in "Reasons for the Offer" in paragraph 4 in Part B of the applicable Issue Terms that the net proceeds are to be separately identified and applied by the Guarantor for "green", "social" or "sustainability" purposes or the maintenance of a Sustainable Portfolio as defined in "Use of Proceeds" section of this Base Prospectus ("**Green Notes**", "**Social Notes**" or "**Sustainability Notes**", or "**ESG-Linked Notes**" respectively and together, "**Sustainable Notes**"), should have regard to the information provided concerning the use of the net proceeds of those Sustainable Notes and must determine for themselves the relevance of such information for the purpose of any investment in such Sustainable Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer, the Guarantor or the Dealer that the use of such proceeds will satisfy, whether in whole or in part, any present or future expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply.

Furthermore, it should be noted that there is currently no clear definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time or that any prevailing market consensus will not significantly change. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any such project or will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any such project.

A basis for the determination of such "green" project definition has been established in the EU with the publication in the Official Journal of the EU on 22nd June, 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**Sustainable Finance Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**"). The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation. While the Guarantor's Sustainable Development Goals (SDGs) Bond Framework (April 2018) published on its website (<https://shareholdersandinvestors.bbva.com>) (including as amended, supplemented, restated or otherwise updated on such website from time to time, the SDGs Bond Framework), and the Guarantor's Sustainable Transaction Banking Framework (December 2019) published on its website <https://shareholdersandinvestors.bbva.com> are in alignment with the relevant objectives for the EU Sustainable Finance Taxonomy, until the technical screening criteria for such objectives have been developed it is not known whether the SDGs Bond Framework and the Sustainable Transaction Banking Framework will satisfy those criteria.

Accordingly, alignment with the EU Sustainable Finance Taxonomy, once the technical screening criteria are established, is not certain and no assurance or representation is given by the Issuer, the Guarantor or the Dealer as to the suitability or reliability for any purpose whatsoever of any report, assessment, opinion or certification

## RISK FACTORS

of any third party (whether or not solicited by the Guarantor) which may or may not be made available in connection with the issue of such Sustainable Notes and in particular with any projects or any other use to fulfil any environmental, social, sustainability and/or other criteria. Any such report, assessment, opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

Any such report, assessment, opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Guarantor or the Dealer or any other person to buy, sell or hold any such Sustainable Notes. Any such report, assessment, opinion or certification is only current as of the date it was issued. Prospective investors must determine for themselves the relevance of any such report, assessment, opinion or certification and/or the information contained therein and/or the provider of such report, assessment, opinion or certification for the purpose of any investment in such Sustainable Notes. Currently, the providers of such reports, assessments, opinions and certifications are not subject to any specific oversight or regulatory or other regime.

While it is the intention of the Guarantor, to apply the net proceeds of any Sustainable Notes and, obtain and publish the relevant reports, assessments, opinions and certifications in, or substantially in, the manner described in "Reasons for the Offer" in paragraph 4 in Part B of the applicable Issue Terms there can be no assurance that the Guarantor will be able to do this. Nor can there be any assurance that any projects or uses will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment, social or sustainability) as originally expected or anticipated by the Guarantor.

Any such event or failure by the Guarantor to apply the net proceeds of any of Sustainable Notes issued for its identified purposes or to obtain and publish any such reports, assessments, opinions and certifications, will not give rise to any claim of a holder of such Sustainable Notes against the Issuer or the Guarantor. The withdrawal of any report, assessment, opinion or certification as described above, or any such report, assessment, opinion or certification attesting that the Guarantor is not complying in whole or in part with any matters for which such report, assessment, opinion or certification is reporting, assessing, opining or certifying on, may have a material adverse effect on the value of such Sustainable Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

## **DOCUMENTS INCORPORATED BY REFERENCE**

### **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the Central Bank, shall be incorporated in, and form part of, this Base Prospectus:

- (a) the audited annual financial statements of BBVA Global Markets B.V. for the financial years ended on 31 December 2019 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets\\_Audited-Financial-Statements-2019\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets_Audited-Financial-Statements-2019_Eng.pdf)) and 31 December 2018 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets\\_Audited-Financial-Statements-2018\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets_Audited-Financial-Statements-2018_Eng.pdf)) prepared in accordance with EU-IFRS and with Part 9 of Book 2 of the Dutch Civil Code;
- (b) the unaudited interim report of BBVA Global Markets B.V. corresponding to the six month period ended 30 June 2020 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Interim-Accounts-June\\_2020.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Interim-Accounts-June_2020.pdf))
- (c) the unaudited interim report corresponding to the nine month period ended 30 September 2020 published by the Guarantor on 30 October 2020 has been made available on the Guarantor's website [www.bbva.com](http://www.bbva.com) ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/10/301020InformeResultados3Q20\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/10/301020InformeResultados3Q20_Eng.pdf));
- (d) the English translation of the audited consolidated financial statements of the Guarantor as at, and for, the financial year ended 31 December 2019 (which includes for comparison purposes financial data for the years ended on 31 December 2018 and 2017), and the audit report issued in respect thereof, prepared in compliance with International Financial Reporting Standards as issued by the International Accounting Standards Board (the "IFRS-IASB"), the EU-IFRS, considering the Bank of Spain Circular 4/2017, and with any other legislation governing financial reporting applicable to the Group in Spain and the audit report issued in respect thereof and the information on alternative performance measures on pages 143 to 151 (inclusive) of the Management Report 2019 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/01/5.Anual\\_Report\\_BBVA\\_GROUP\\_2019.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/01/5.Anual_Report_BBVA_GROUP_2019.pdf)) and have been filed with the Central Bank of Ireland; and
- (e) the English translation of the audited consolidated financial statements of the Guarantor as at, and for, the financial year ended 31 December 2018 (which includes for comparison purposes financial data for the years ended on 31 December 2017 and 2016), and the audit report issued in respect thereof, prepared in compliance with the IFRS-IASB, the EU-IFRS, considering the Bank of Spain Circular 4/2017, and with any other legislation governing financial reporting applicable to the Group in Spain and the audit report issued in respect thereof and the information on alternative performance measures on pages 118 to 124 (inclusive) of the Management Report 2018 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2019/02/5.Anual\\_Report\\_BBVA\\_GROUP\\_2018.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2019/02/5.Anual_Report_BBVA_GROUP_2018.pdf)) and have been filed with the Central Bank of Ireland.

Additionally, the terms and conditions contained in the following Base Prospectus, which has previously been published and has been filed with the Central Bank of Ireland shall be incorporated in, and form part of, this Base Prospectus:

- (i) the Terms and Conditions of the Notes (contained at pages 102 to 150), the Additional Terms and Conditions for Payouts (contained at pages 151 to 185), the Additional Terms and Conditions for Index Linked Notes (contained at pages 186 to 200), the Additional Terms and Conditions for Equity Linked Notes (contained at pages 201 to 218), the Additional Terms and Conditions for Inflation Linked Notes (contained at pages 236 to 241), the Additional Terms and Conditions for Fund Linked Notes (contained at 219 to 235), the Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes (contained at 242 to 254) and the Additional Terms and Conditions for Credit Linked Notes (contained at pages 255 to 329), in each case, of the Issuer's Base Prospectus dated 18 June 2018 which is available on the Guarantor's website (<https://shareholdersandinvestors.bbva.com/wp-content/uploads/2018/06/BBVA-Base-Prospectus-2018-FINAL.pdf>);
- (ii) the Terms and Conditions of the Notes (contained at pages 102 to 143), the Additional Terms and Conditions for Payouts (contained at pages 144 to 176), the Additional Terms and Conditions for Index Linked Notes (contained at pages 177 to 189), the Additional Terms and Conditions for Equity Linked Notes (contained at pages 190 to 205), the Additional Terms and Conditions for ETF Linked Notes (contained at pages 206 to 221), the Additional Terms and Conditions for Fund Linked Notes

## **DOCUMENTS INCORPORATED BY REFERENCE**

(contained at 222 to 231), the Additional Terms and Conditions for Inflation Linked Notes (contained at 232 to 236), Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes (contained at pages 237 to 247) and Additional Terms and Conditions for Credit Linked Notes (contained at pages 248 to 309), in each case, of the Issuer's Base Prospectus dated 18 June 2019 which is available on the Guarantor's website (<https://accionistaseinversores.bbva.com/wp-content/uploads/2019/07/BBVA-GM-SMTN-Base-Prospectus-2019.pdf>); and

- (iii) the Terms and Conditions of the Notes (contained at pages 53 to 98), the Additional Terms and Conditions for Payouts (contained at pages 99 to 134), the Additional Terms and Conditions for Index Linked Notes (contained at pages 135 to 147), the Additional Terms and Conditions for Equity Linked Notes (contained at pages 148 to 164), the Additional Terms and Conditions for ETF Linked Notes (contained at pages 165 to 181), the Additional Terms and Conditions for Fund Linked Notes (contained at pages 182 to 192), the Additional Terms and Conditions for Inflation Linked Notes (contained at pages 193 to 198), the Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes (contained at pages 199 to 210), the Additional Terms and Conditions for Credit Linked Notes (contained at pages 211 to 283) and USD LIBOR Benchmark Transition Event (contained at pages 284 to 287), in each case, of the Issuer's Base Prospectus dated 18 June 2020 which is available on the Guarantor's website (<https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/06/BBVAProgrammeFinalBaseProspectus180620.pdf>).

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

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the Issuer and the Guarantor at Calle Azul, 4, 28050, Madrid or on the Guarantor's website ([www.bbva.com](http://www.bbva.com)).

Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus. Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

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

The Guarantor files periodic reports (including Annual Reports on Form 20-F) and other information with the U.S. Securities and Exchange Commission (the "SEC"), which are available on the SEC's website (<http://www.sec.gov>), and investors are referred to such reports and other information for current information with respect to the Guarantor. The Issuer is not subject to the information reporting requirements of the Exchange Act, and the Issuer does not expect that it will be filing reports with the SEC.

The New York Branch does not separately produce complete financial statements.

## TERMS AND CONDITIONS OF THE NOTES

### TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes (the "General Conditions", and each, a "General Condition") which will be incorporated by reference into each Global Note and into each Book-Entry Note (as defined below) and endorsed upon each definitive Note. The Issue Terms (as defined below) (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note.

The additional terms and conditions contained in Annex 1 in respect of payouts (the "Payout Conditions"), Annex 2 in the case of Index Linked Notes (the "Index Linked Conditions"), Annex 3 in the case of Equity Linked Notes (the "Equity Linked Conditions"), Annex 4 in the case of ETF Linked Notes (the "ETF Linked Conditions"), Annex 5 in the case of Fund Linked Notes (the "Fund Linked Conditions"), Annex 6 in the case of Inflation Linked Notes (the "Inflation Linked Conditions"), Annex 7 in the case of Foreign Exchange (FX) Rate Linked Notes (the "Foreign Exchange (FX) Linked Conditions"), Annex 8 in the case of Credit Linked Notes (the "Credit Linked Conditions") will apply to the Notes if so specified in the Issue Terms and the additional terms and conditions contained in Annex 9 in respect of USD LIBOR Benchmark Transition Event (the "USD LIBOR Benchmark Transition Event") (each as defined below, an "Annex", and together, the "Annexes") will apply where the relevant Benchmark for the determination of the Rate of Interest in respect of any Floating Rate Notes is a USD Benchmark Rate and where any Notes otherwise reference a USD Benchmark Rate.

In the case of Non-Exempt Notes (as defined below), reference should be made to the applicable Final Terms (as defined below) for a description of the content of issue terms which will include the definitions of certain terms used in these General Conditions or specify which of such terms are to apply in relation to the relevant Notes. In the case of Exempt Notes (as defined below), reference should be made to the applicable Pricing Supplement (as defined below) for a description of the content of issue terms which will include the definitions of certain terms used in these General Conditions or specify which of such terms are to apply in relation to the relevant Notes.

Each Note is one of a Series (as defined below) of Notes issued by BBVA Global Markets B.V. or BBVA Global Securities B.V. pursuant to the Agency Agreement (as defined below). As used herein, "Issuer" means BBVA Global Markets B.V. or BBVA Global Securities B.V., as the context requires.

References herein to the "Notes" shall be references to the Notes of a Series and shall mean:

- (i) in relation to any Notes represented by a global Note (a "Global Note"), units of the lowest Specified Denomination in the Specified Notes Currency;
- (ii) any Global Note;
- (iii) any definitive Notes in bearer form ("Definitive Bearer Notes") issued in exchange for a Global Note in bearer form and in registered form ("Registered Notes") (whether or not issued in exchange for a Global Note in registered form); and
- (iv) in respect of Notes in book-entry form ("Book-Entry Notes"), units of the lowest Specified Denomination in the Specified Currency.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the "Agency Agreement") dated 9 February 2021 and made between BBVA Global Markets B.V., BBVA Global Securities B.V., Banco Bilbao Vizcaya Argentaria, S.A. as guarantor of Notes (other than 3(a)(2) Notes) and, unless otherwise specified in the Issue Terms, calculation agent and delivery agent (the "Calculation Agent" and the "Delivery Agent", which expressions shall include any successor calculation agent or successor delivery agent and any other calculation agent or delivery agent specified in the Issue Terms), Banco Bilbao Vizcaya Argentaria, S.A., acting through its New York Branch, as guarantor of 3(a)(2) Notes, Deutsche Bank AG, London Branch as issuing and principal paying agent and agent bank (the "Principal Paying Agent" and, together with any other paying agent specified in the Issue Terms, the "Paying Agents", which expressions shall include any successor principal paying agent or any successor or additional paying agent) and as exchange agent (the "Exchange Agent", which expression shall include any successor exchange agent), Deutsche Bank Trust Company Americas as transfer agent and registrar (a "Transfer Agent" and the "New York Registrar", which expressions shall include any successor transfer agent or registrar) and Deutsche Bank Luxembourg S.A. as transfer agent and registrar (a "Transfer Agent" and the "Luxembourg Registrar", which expressions shall include any successor transfer agent or registrar). The New York Registrar and the Luxembourg Registrar together, the "Registrars" and each a "Registrar", as applicable. The Principal Paying Agent, the other Paying Agents, the Calculation Agent, the Delivery Agent, the Exchange Agent, the Transfer Agents and the Registrar are referred to together as the "Agents". As used herein, "Guarantor" means (i) in the case of Notes (other than

## TERMS AND CONDITIONS OF THE NOTES

3(a)(2) Notes), Banco Bilbao Vizcaya Argentaria, S.A. or (ii) in the case of 3(a)(2) Notes, Banco Bilbao Vizcaya Argentaria, S.A., acting through its New York Branch.

The issue terms for each Note (or the relevant provisions thereof) are set out in Part A of the Final Terms (or Pricing Supplement, in the case of Exempt Notes and in the case of a further issue of Exempt Notes in bearer form, at the election of the Issuer, as set out in and amended by the Tranche specific terms in the fungible tranche Pricing Supplement) attached to or endorsed on the relevant Note which supplement, and will be read in conjunction with, these General Conditions and, if the Note is neither admitted to trading on a regulated market in the European Economic Area or in the United Kingdom nor offered in the European Economic Area or in the United Kingdom in circumstances where a prospectus is required to be published under the Prospectus Regulation (an "**Exempt Note**"), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these General Conditions or the additional terms and conditions set out in any Annex, replace or modify the General Conditions or the additional terms and conditions of such Annex, as the case may be, for the purposes of the Note.

Any references to a "**Non-Exempt Note**" are to a Note that is not an Exempt Note. References to the "**Issue Terms**", "**Final Terms**" or "**Pricing Supplement**", as the case may be, are, unless otherwise stated, to Part A of the Final Terms or the Pricing Supplement (and in the case of a further issue of Exempt Notes in bearer form, at the election of the Issuer, as set out in and amended by the Tranche specific terms in the fungible tranche Pricing Supplement), as appropriate, (or the relevant provisions thereof) attached to or endorsed on this Note.

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

The payment of all amounts in respect of each Note (other than 3(a)(2) Notes) have been guaranteed by the Guarantor pursuant to a guarantee governed by Spanish law (the "**Spanish Law Guarantee**"). The payment of all amounts in respect of each 3(a)(2) Note have been guaranteed by the Guarantor pursuant to a guarantee governed by New York law (the "**New York Law Guarantee**"). The Spanish Law Guarantee and the New York Law Guarantee are included in a single document dated 9 February 2021 and executed by the Guarantor, the original of which will be held by the Principal Paying Agent on behalf of the Noteholders, the Receiptholders and the Couponholders at its specified office. As used herein, "**Guarantee**" means (i) in the case of Notes (other than 3(a)(2) Notes), the Spanish Law Guarantee or (ii) in the case of 3(a)(2) Notes, the New York Law Guarantee.

Any reference to "**Noteholders**" or "**holders**" in relation to any Notes shall, subject as provided in General Condition 1(a), mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to "**Receiptholders**" shall mean the holders of the Receipts and any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons (each as defined below).

As regards Book-Entry Notes, any reference to "Noteholders" or "holders" in relation to Book-Entry Notes shall mean the persons registered in the central registry (the "**Central Registry**") maintained by Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**") or in the registry maintained by the relevant member (entidad participante) of Iberclear ("**Iberclear Member**"). Any reference herein to Receipts, Coupons and Talons and to their respective holders shall not be applicable.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

The Noteholders of Notes issued by BBVA Global Markets B.V., the Receiptholders and the Couponholders are entitled to the benefit of a deed of covenant (the "**BGM Deed of Covenant**") made by the Issuer. The Noteholders of Notes issued by BBVA Global Securities B.V., the Receiptholders and the Couponholders are entitled to the benefit of a deed of covenant (the "**BGS Deed of Covenant**") made by the Issuer. The BGM Deed of Covenant and the BGS Deed of Covenant are included in a single document dated 9 February 2021, the original of which will be held by the Principal Paying Agent. As used herein, "**Deed of Covenant**" means (i) in the case of Notes issued by BBVA Global Markets B.V., the BGM Deed of Covenant or (ii) in the case of Notes issued by BBVA Global Securities B.V., the BGS Deed of Covenant.

Copies of the Guarantee, a deed poll dated 10 November 2009 and made by BBVA Global Markets B.V. and the Guarantor and a deed poll dated 9 February 2021 and made by BBVA Global Securities B.V. and the

## TERMS AND CONDITIONS OF THE NOTES

Guarantor (the deed poll applicable to a Tranche of Notes, the "**Deed Poll**"), the Deed of Covenant and the Agency Agreement are available for inspection during normal business hours at the specified office of each of the Principal Paying Agent and the Registrar. Copies of the Issue Terms may be obtained from the Principal Paying Agent at its specified office during normal business hours. If the Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable by a holder holding one or more Notes and such Noteholders must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Guarantee, the Deed Poll, the Deed of Covenant and the Issue Terms which are applicable to them. The statements in the General Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the Issue Terms shall have the same meanings where used in the General Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the Issue Terms, the Issue Terms will prevail.

### 1. Form, Denomination and Title

#### (a) Form and Denomination

The Notes are in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") or book-entry form ("**Book-Entry Notes**") in the currency (the "**Specified Notes Currency**") and the denomination(s) (the "**Specified Denomination(s)**") specified in the Issue Terms and definitive Notes will be serially numbered. Book-Entry Notes may not be exchanged for Bearer Notes or Registered Notes and vice versa. The 3(a)(2) Notes (as defined below) will be issued only as Registered Notes.

If a Note is a definitive Bearer Note (a "**Definitive Bearer Note**"), it is issued with coupons for the payment of interest ("**Coupons**") attached and, if applicable, talons for further Coupons ("**Talons**") attached unless it is a Zero Coupon Note (as defined below) in which case references to interest (other than in the case of late payment) and Coupons in these General Conditions are not applicable. If it is a Definitive Bearer Note that is an Instalment Note (as defined below) it is issued with receipts ("**Receipts**") for the payment of instalments of principal prior to stated maturity attached. Any reference in these General Conditions to Coupon(s) or Couponholder(s) shall, unless the context otherwise requires, be deemed to include a reference to Talon(s) or Talonholder(s).

Unless otherwise specified in the applicable Issue Terms, 3(a)(2) Notes will be issued in minimum denominations of \$1,000 (or the Specified Currency equivalent).

#### (b) Type of Notes

A Note is, to the extent specified in the Issue Terms, (i) a Note bearing interest on a fixed-rate basis (a "**Fixed Rate Note**"), (ii) a Note bearing interest on a floating-rate basis (a "**Floating Rate Note**"), (iii) a Note bearing interest on the basis of specified interest amounts (a "**Specified Interest Amount Note**"), (iv) a Note issued on a non-interest bearing basis and offered and sold at a discount (other than a de minimis discount) to its nominal amount or at par and to which the Zero Coupon Notes provisions are expressed to be applicable (a "**Zero Coupon Note**"), and/or (iv) a Reference Item Linked Note (as defined below).

A Note may, to the extent specified in the Issue Terms, also be (i) a Note which is redeemable in instalments (an "**Instalment Note**"), (ii) a Note upon which its denomination and payment of principal and/or interest may be in more than one currency (a "**Dual Currency Note**"), (iii) a Note issued on a partly paid basis (a "**Partly Paid Note**") with the issue price payable in such number of instalments (each such instalment, a "**Part Payment Amount**") in such amounts, on such dates and in such manner as may be specified in the Issue Terms or a (iv) a Reference Item Linked Note.

"**Reference Item Linked Note**" means a Note whose return (whether in respect of any interest payable (such note a "**Reference Item Linked Interest Note**" as defined in Annex 1 – Payout Conditions) on such Note and/or its redemption amount) is linked to one or more Reference Items, including indices (an "**Index Linked Note**") or shares or depositary receipts (an "**Equity Linked Note**") or inflation indices (an "**Inflation Linked Note**") or reference item rate(s) (a "**Reference Item Rate Linked Note**"), or exchange traded fund shares (an "**ETF Linked Note**") or fund shares or units (a "**Fund Linked Note**") or the credit of a specified entity or entities (a "**Credit Linked Note**") or foreign exchange rates (a "**Foreign Exchange (FX) Rate Linked Note**") or any combination thereof (a "**Combination Note**") as specified in the Issue Terms.

## TERMS AND CONDITIONS OF THE NOTES

"**Reference Item**" means one or more underlying reference assets, entities or bases, as may be specified in the Issue Terms.

A Note may, as provided in the Issue Terms, provide that settlement will be by way of cash settlement ("**Cash Settled Notes**"); by way of physical delivery ("**Physically Settled Notes**"); or where Condition 5(b)(ii) (*Variation of Settlement*) is specified in the Issue Terms to apply, the method of settlement may be changed from Cash Settlement to Physical Delivery (or vice versa) at the option of the Issuer. BBVA Global Securities B.V. will not issue Physically Settled Notes.

Certain Notes issued by BBVA Global Securities B.V. and the guarantee thereof will be offered pursuant to an exemption from registration under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), provided by Section 3(a)(2) of the Securities Act ("**3(a)(2) Notes**").

(c) Title

Subject as set out below, title to Bearer Notes, Coupons and Receipts will pass by delivery, and title to Registered Notes will pass upon registration of transfers, in accordance with the provisions of the Agency Agreement. The holder of each Coupon or Receipt, whether or not such Coupon or Receipt is attached to a Bearer Note, in his capacity as such, shall be subject to and bound by all the provisions contained in the relevant Note. The Issuer, the Guarantor and any Paying Agent, to the extent permitted by applicable law, may deem and treat the bearer of any Bearer Note, Coupon or Receipt as the absolute owner thereof (whether or not such Bearer Note, Coupon or Receipt shall be overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Bearer Global Note, without prejudice to the provisions set out below.

The Issuer has appointed the entity specified in the Issue Terms at its office specified below to act as registrar of the Registered Notes (the "**Registrar**"). The Issuer shall cause to be kept a register at the specified office of the New York Registrar for the time being at 60 Wall Street, New York, New York 10005, United States or at the specified office of the Luxembourg Registrar for the time being at 2 Boulevard Konrad Adenauer, Luxembourg, L-1115 Grand Duchy of Luxembourg, a register (the "**Register**") on which shall be entered, *inter alia*, the name and address of the holder of the Registered Notes and particulars of all transfers of title to the Registered Notes.

(d) Notes in Global Form

For as long as any of the Notes are represented by a Global Note held by or on behalf of Euroclear Bank S.A./N.V. ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") and/or The Depositary Trust Company ("**DTC**") or its nominee, each person (other than Euroclear or Clearstream, Luxembourg or DTC) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg, or of DTC as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or DTC as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes and, in the case of DTC or its nominee, voting, giving consents and making requests, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear and Clearstream, Luxembourg, as the case may be.

Except in relation to Notes indicated in the Issue Terms as being in New Global Note form, references to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the Issue Terms or, in the case of Exempt Notes only, as may otherwise be approved by the Issuer and Principal Paying Agent. If Registered Notes are represented by a Registered Global Note, such Registered Global Note will be registered in the name of a nominee for a common safekeeper (if the Registered Global Note is issued under the new safekeeping structure ("**NSS**")) or a common depositary (if the Registered Global

## **TERMS AND CONDITIONS OF THE NOTES**

Note is not issued under the NSS) on behalf of, in either case, Euroclear and Clearstream Luxembourg or in the name of a nominee for an alternative clearing system or in the name of such other person as the Issue Terms shall provide.

(e) Book-Entry Notes<sup>1</sup>

Book-Entry Notes may be transferred and title to the Book-Entry Notes may pass, in accordance with Spanish law and with all rules, restrictions and requirements of Iberclear (or, as the case may be, the relevant Iberclear Member), upon registration in the Central Registry or, as the case may be, the registry maintained by the relevant Iberclear Member. Each holder of Book-Entry Notes will be (except as otherwise required by Spanish law) treated as the absolute owner of the relevant Book-Entry Note for all purposes and no person will be liable for so treating the holder of Book-Entry Notes.

The creation of limited *in rem* rights or any other encumbrance on the Book-Entry Note must be entered in the corresponding account and effected in accordance with the then current procedures of Iberclear (or relevant Iberclear Member).

One or more certificates evidencing the relevant Noteholder's holding of Book-Entry Notes in the relevant registry will be delivered by the relevant Iberclear Member or, where the Noteholder is itself a Iberclear Member, by Iberclear (in each case, in accordance with the requirements of Spanish law and the procedures of the relevant Iberclear Member or, as the case may be, Iberclear) to such Noteholder upon such Noteholder's request.

### **2. Transfers of Registered Notes**

(a) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the Issue Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of DTC or a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

(b) Transfers of Registered Notes in definitive form

Subject as provided in paragraphs (e), (f) and (g) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the Specified Denominations set out in the Issue Terms). In order to effect any such transfer (i) the holder or holders must (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (B) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (ii) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being scheduled to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Note in definitive form of a like Aggregate Nominal Amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered

<sup>1</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes

## TERMS AND CONDITIONS OF THE NOTES

Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(c) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under General Condition 6, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(d) Costs of registration

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(e) Transfers of interests in Regulation S Global Notes

Prior to expiry of the applicable Distribution Compliance Period (as defined below), transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States or who is a U.S. person will only be made:

(A) in the case of Notes issued by BBVA Global Markets B.V., upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB who is also a QP (as defined below) in a transaction meeting the requirements of Rule 144A, and upon receipt by the Registrar of a representation letter substantially in the form set out in the Agency Agreement, amended as appropriate (an "**Investment Letter**"), from the transferee of the Note or beneficial interest therein to the effect that such transfer is being made to a person who certifies as to its status as a QIB who is also a QP; or

(B) in the case of Notes issued by BBVA Global Securities B.V., upon receipt by the Registrar of a Transfer Certificate, copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, and upon receipt by the Registrar of an Investment Letter from the transferee of the Note or beneficial interest therein to the effect that such transfer is being made to a person who certifies as to its status as a QIB; or

(C) otherwise pursuant to the Securities Act (as defined below) or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of (A) or (B) above, such transferee may take delivery through a Legended Note (as defined below) in global or definitive form and, in the case of (C) above, such transferee may take delivery only through a Legended Note in definitive form. After expiry of the applicable Distribution Compliance Period (i) beneficial interests in Regulation S Global Notes registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (ii) such certification requirements will no longer apply to such transfers.

(f) Transfers of interests in Legended Notes

Transfers of Legended Notes or beneficial interests therein may be made:

(A) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of a Regulation S Global Note registered in the name of a nominee for DTC if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or

## TERMS AND CONDITIONS OF THE NOTES

- (B) in the case of Notes issued by BBVA Global Markets B.V., to a transferee who takes delivery of such interest through a Legended Note:
- A. where the transferee is a person whom the transferor reasonably believes is a QIB and a QP in a transaction meeting the requirements of Rule 144A, or where the transferee is an Institutional Accredited Investor (as defined below) who is also a QP, subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to a QIB who is also a QP or to an Institutional Accredited Investor who is also a QP (as applicable), together with a duly executed investment letter from the relevant transferee in the form set out in the Agency Agreement (an "**Investment Letter**"); or
  - B. where the transferee is an Institutional Accredited Investor (as defined below) who is also a QP, subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to an Institutional Accredited Investor who is also a QP, together with a duly executed Investment Letter; or
- (C) in the case of Notes issued by BBVA Global Securities B.V., to a transferee who takes delivery of such interest through a Legended Note:
- A. where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, or where the transferee is an Institutional Accredited Investor (as defined below), subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to a QIB or to an Institutional Accredited Investor (as applicable), together with a duly executed Investment Letter; or
  - B. where the transferee is an Institutional Accredited Investor (as defined below), subject to delivery to the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made to an Institutional Accredited Investor, together with a duly executed Investment Letter; or
- (D) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any State of the United States, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Notes transferred by Institutional Accredited Investors who are also QPs to QIBs who are also QPs, in the case of Notes issued by BBVA Global Markets B.V., and Notes transferred by Institutional Accredited Investors to QIBs, in the case of Notes issued by BBVA Global Securities B.V., in each case, pursuant to Rule 144A or outside the United States pursuant to Regulation S will be eligible to be held by such QIBs who are also QPs or such QIBs, as applicable, or non-U.S. investors through DTC, Euroclear or Clearstream, Luxembourg, as appropriate, and the Registrar will arrange for any Notes which are the subject of such a transfer to be represented by the appropriate Registered Global Note, where applicable.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

In the case of an Institutional Accredited Investor who is also a QP, or a QIB who is also a QP (for Notes issued by BBVA Global Markets B.V.), or in the case of an Institutional Accredited Investor or a QIB (for Notes issued by BBVA Global Securities B.V.), if at any time the Issuer determines or is notified by the dealer in respect of the Notes specified in the Issue Terms (the "**Dealer**") acting on behalf of the Issuer that such holder or transferee was in breach, at the time given or deemed to be given, of any of the representations or agreements set out in the Investment Letter or otherwise determines that any transfer or other disposition of any Notes would, in the sole determination of the Issuer or the Dealer acting on behalf of the Issuer, require the Issuer to register as an "investment company" under the provisions of the 1940 Act, such purchase or other transfer will be void *ab initio* and will not be honoured by the Registrar. Accordingly, any such purported transferee or other holder

## TERMS AND CONDITIONS OF THE NOTES

will not be entitled to any rights as a Noteholder and the Issuer shall have the right, in accordance with the conditions of the Notes, to force the transfer of, transfer on behalf of the Noteholder or redeem, any such Notes.

(g) Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form, other than Institutional Accredited Investors, may exchange such Notes for interests in a Registered Global Note of the same type at any time.

(h) Minimum Tradeable Amount

Where a "**Minimum Tradable Amount**" is specified in the Issue Terms, Notes will be transferable only in a minimum aggregate amount of Specified Denominations equal to the Minimum Tradable Amount specified in the Issue Terms.

(i) Definitions

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

**"3(a)(2) Global Note"** means a Registered Global Note representing Notes sold in reliance on Section 3(a)(2) of the Securities Act;

**"Bearer Global Note"** means a global note (temporary or permanent) in bearer form;

**"Distribution Compliance Period"** means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as determined and certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);

**"Eligible Investors"** are defined: (A) in the case of Notes issued by BBVA Global Markets B.V., as persons who are QIBs who are also QPs acting for their own account or for the account of other QIBs who are also QPs, or persons who are Institutional Accredited Investors who are also QPs, but excluding therefrom: (i) QIBs that are broker dealers that own and invest on a discretionary basis less than US\$25 million in "securities" of unaffiliated issuers (ii) a partnership, common trust fund, special trust, pension fund, retirement plan or other entity in which the partners, beneficiaries or participants, as the case may be, may designate the particular investments to be made or the allocation thereof, (iii) an entity that was formed, reformed or recapitalised for the specific purpose of investing in the Notes, (unless each beneficial owner of such entity is a QP), (iv) any investment company excepted from the 1940 Act solely pursuant to Section 3(c)(1) or Section 3(c)(7) thereof and formed prior to 30 April 1996, that has not received the consent of its beneficial owners with respect to the treatment of such entity as a qualified purchaser in the manner required by Section 2(a)(51)(C) of the 1940 Act and rules thereunder, and (v) any entity that will have invested more than 40 per cent. of its assets in securities of the Issuer subsequent to any purchase of the Notes; and (B) in the case of Notes issued by BBVA Global Securities B.V., as persons who are QIBs acting for their own account or for the account of other QIBs, or persons who are Institutional Accredited Investors.

**"Institutional Accredited Investor"** means "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that are institutions;

**"Legended Note"** means: (A) in the case of Notes issued by BBVA Global Markets B.V., Registered Notes in definitive form that are issued to Institutional Accredited Investors who are also QPs and Registered Notes (whether in definitive form or represented by a Registered Global Note) sold in private transactions to QIBs who are also QPs in accordance with the requirements of Rule 144A which bear a legend specifying certain restrictions on transfer (a "**Legend**"); and (B) in the case of Notes issued by BBVA Global Securities B.V., Registered Notes in definitive form that are issued to Institutional Accredited Investors and Registered Notes (whether in definitive form or represented by a Registered Global Note) sold in private transactions to QIBs in accordance with the requirements of Rule 144A which bear a Legend;

**"QIB"** means a "qualified institutional buyer" within the meaning of Rule 144A;

**"QP"** means a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "**1940 Act**") and the rules and regulations thereunder;

**"Registered Global Note"** means a global note in registered form (which term shall include a 3(a)(2) Global Note);

**"Regulation S"** means Regulation S under the Securities Act;

## TERMS AND CONDITIONS OF THE NOTES

**"Regulation S Global Note"** means a Registered Global Note representing Notes sold outside the United States in reliance on Regulation S;

**"Rule 144A"** means Rule 144A under the Securities Act;

**"Rule 144A Global Note"** means a Registered Global Note representing Notes sold in the United States or to QIBs (who are, in the case of Notes issued by BBVA Global Markets B.V., also QPs) in reliance on Rule 144A; and

**"Securities Act"** means the United States Securities Act of 1933, as amended.

- (j) No transfer of Implicit Yield Notes to Spanish Individuals

The sale, transfer, or acquisition of Implicit Yield Notes (as defined below), including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "**Spanish Individual**") is forbidden in all cases. Any transfer of Implicit Yield Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will recognise any Spanish Individual as an owner of Implicit Yield Notes.

For the purposes of these General Conditions:

**"Implicit Yield Notes"** means Notes in respect of which the income derives from (i) the difference between the redemption amount and the issue price of the Notes, or (ii), subject to the paragraph below, a combination of (A) an explicit coupon and (B) the difference between the redemption amount and the issue price of the Notes.

For the purposes of these Conditions and in accordance with Spanish tax regulations, Notes with the characteristics set out in (ii) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The "**Interest Rate of Reference**" shall be the interest rate applicable to each calendar quarter determined by reference to 80 per cent. of the weighted average rate fixed in the preceding calendar quarter for a (i) 3 year Spanish Government Bond issues, if the Notes have a term of 4 years or less, (ii) 5 year Spanish Government Bond issues, if the Notes have a term of more than 4 years but equal or less than 7 years, or (iii) 10, 15 or 30 year Spanish Government Bond issues, if the Notes have a term of more than 7 years, all as determined by the Calculation Agent in a commercially reasonable manner.

**The Issuer, the Guarantor, the Dealer(s), the Principal Paying Agent or any other party to this Programme shall not be liable to any Noteholder for any loss arising by operation of this General Condition 2(j).**

### 3. Status of the Notes and the Guarantee

- (a) Status of the Notes

The Notes and any related Coupons and Receipts constitute direct, unconditional and unsecured and unsubordinated obligations of the Issuer and rank *pari passu*, without any preference or priority among themselves and with all other outstanding unsecured and unsubordinated obligations of the Issuer present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditor's right.

In the event of insolvency of the Issuer, the court having jurisdiction to open an insolvency proceeding and the law applicable to those proceedings and their effects will be determined in accordance with the provisions of Regulation (EU) No 2015/848, of 20 May 2015, on insolvency proceedings ("**Regulation 2015/848**"), the Spanish Insolvency Law 22/2003, of 9 July 2003, as amended (the "**Spanish Insolvency Law**") and the Dutch Insolvency Law (*faillissementswet*) of 30 September 1893, as amended (the "**Dutch Insolvency Law**"). Pursuant to these provisions, the courts of the place where the Issuer has its centre of main interests shall have jurisdiction to open insolvency proceedings against it and the law applicable to the insolvency proceedings and their effects will be the law of the place where such proceedings are opened.

Under Regulation 2015/848 the centre of main interests should correspond to the place where the debtor conducts the administration of its interests on a regular basis and is therefore ascertainable by third parties. In the case of a company or legal person, Regulation 2015/848 presumes, in the absence of proof to the contrary, that the place of its registered office is the centre of main interests. Based on this presumption a Dutch court may consider that it has jurisdiction to open insolvency proceedings

## TERMS AND CONDITIONS OF THE NOTES

against the Issuer. Notwithstanding this presumption, it is arguable that the centre of main interests of the Issuer should be considered to be located in Spain and that the Spanish courts should be the courts with jurisdiction to open insolvency proceedings against it. In addition, even if the centre of main interests of the Issuer were not in Spain, the Spanish court could still open insolvency proceedings (named territorial insolvency proceedings) if they consider that the Issuer has an establishment within the territory of Spain, the effects of which would be limited to the assets of the Issuer situated in Spain.

In the event of insolvency (*faillissement*) of the Issuer declared by a Dutch court (either principal or territorial proceedings), claims relating to Notes will be *pari passu* claims (*concurrente vorderingen*) as defined in the Dutch Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*boedelschuld*) and credits with a privilege (*voorrech*t). Ordinary credits rank above subordinated credits and the rights of shareholders.

In the event of insolvency (*concurso*) of the Issuer declared by a Spanish court (either principal or territorial insolvency proceedings) claims relating to Notes (which are not subordinated pursuant to article 92 of the Spanish Insolvency Law) will be ordinary credits (*créditos ordinarios*) as defined in the Spanish Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*) and privileged credits (*créditos privilegiados*) which shall be paid in full before ordinary credits. The claims of all creditors against the Issuer considered as "ordinary credits": will be satisfied pro rata in insolvency. Ordinary credits rank above subordinated credits and the rights of shareholders.

Pursuant to article 59 of the Spanish Insolvency Law, the further accrual of interest shall be suspended from the date of declaration of the insolvency of any Issuer. Claims in respect of interest on the Notes accrued but unpaid as of the commencement of any insolvency procedure in respect of the Issuer shall constitute subordinated claims against the Issuer ranking in accordance with the provisions of article 92 of the Spanish Insolvency Law (including, without limitation, after claims on account of principal in respect of contractually subordinated obligations of the Issuer).

### (b) Status of the Guaranteee

The payment of principal and interest in respect of the Notes and any related Coupons and Receipts and all amounts due under the Deed of Covenant in respect of the Notes and any related Coupons and Receipts has been unconditionally and irrevocably (*solidariamente*) guaranteed by the Guarantor pursuant to the Guaranteee.

The obligations of the Guarantor under the Guaranteee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor and rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

In the event of insolvency (*concurso*) of the Guarantor, under the Spanish Insolvency Law, claims of Noteholders (which are not subordinated pursuant to article 92 of the Insolvency law) will be ordinary credits (*créditos ordinarios*) as defined in the Spanish Insolvency Law. Ordinary credits rank below credits against the insolvency estate (*créditos contra la masa*) and privileged credits (*créditos privilegiados*) (including, without limitation, any deposits for the purposes of Additional Provision 14.1 of Law 11/2015) which shall be paid in full before ordinary credits. The claims of all creditors against the Guarantor considered as "ordinary credits" will be satisfied pro rata in insolvency. Ordinary credits rank above subordinated credits and the rights of shareholders.

Pursuant to article 59 of the Spanish Insolvency Law, the further accrual of interest shall be suspended from the date of declaration of the insolvency of the Guarantor. Claims of Noteholders in respect of interest accrued but unpaid as of the commencement of any insolvency procedure in respect of the Guarantor shall constitute subordinated claims against the Guarantor ranking in accordance with the provisions of article 92 of the Spanish Insolvency Law (including, without limitation, after claims on account of principal in respect of contractually subordinated obligations of the Guarantor).

The Guarantee provided by Banco Bilbao Vizcaya Argentaria, S.A., acting through its New York Branch, in respect of the 3(a)(2) Notes is governed by New York law. Under New York law, (a) the Guarantor, as a New York state-licensed branch of BBVA, a Spanish bank, is required to maintain certain liquid assets, (b) the Superintendent may take possession of such assets and the rest of the property and business of the Guarantor located in New York for the benefit of the Guarantor's creditors, including the beneficiaries of the Guarantee, if, among other things, BBVA is in liquidation in Spain or elsewhere, or if there is reason to doubt BBVA's ability to pay its creditors in full and (c)

## TERMS AND CONDITIONS OF THE NOTES

the Superintendent is authorized to turn over any such assets or other property of the Guarantor to the principal office of BBVA or any Spanish liquidator or receiver only after all of the claims of the creditors of the Guarantor, including the beneficiaries of the Guarantee, have been satisfied and discharged and, to the extent requested by a liquidator of any other BBVA office in the United States, the claims of the creditors of that office accepted by the liquidator and the expenses incurred by that liquidator in liquidating the other office, have been satisfied and discharged.

***The obligations of the Guarantor under the Guarantee are also subject to the application of the general bail-in tool by the Fondo de Reestructuración Ordenada Bancaria or any successor resolution authority (the FROB) pursuant to Law 11/2015.***

***By its acquisition of any Notes, each holder acknowledges and accepts to be bound by the exercise and effects of the Spanish Bail-in Power by the Relevant Spanish Resolution Authority, which may be imposed with or without any prior notice with respect to the Guarantee in relation to Notes of any series.***

### 4. Interest

#### (a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each an "**Interest Period**" and each such latter date the "**Interest Period End Final Date**"). Interest will be payable in arrear on the Interest Payment Date(s) up to (and including) the Maturity Date. If an Interest Payment Date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such latter date. If a Business Day Convention (as defined in General Condition 4(j) below) is specified in the Issue Terms as applying to an Interest Period End Date or an Interest Payment Date and (i) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (ii) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day (as defined in General Condition 4(j)), then, the relevant Business Day Convention shall apply. For the purposes of this General Condition 4(a), "**Interest Period End Date**" shall mean each date so specified in the Issue Terms. If no such date(s) is so specified, then the Interest Period End Date for an Interest Period shall be the corresponding Interest Payment Date (unadjusted for any Business Day Convention).

If no Business Day Convention is specified as applicable to an Interest Period End Final Date in the Issue Terms, except as provided in the Issue Terms:

- (i) the amount of interest payable on each Interest Payment Date in respect of the Interest Period ending on (but excluding) the Interest Period End Final Date in respect of such Interest Period, will amount to the Fixed Coupon Amount; and
- (ii) the amount of interest payable on any other Interest Payment Date will, if so specified in the Issue Terms, amount to the Broken Amount so specified.

Subject to the Payout Conditions, Interest shall be calculated by applying the Rate of Interest to:

- (x) in the case of Fixed Rate Notes which are represented by a Global Note or which are Book-Entry Notes, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note or Book-Entry Notes (or, if they are Partly Paid Notes, the aggregate amount paid up (subject to General Condition 4(f))); or
- (y) in the case of each Fixed Rate Note in definitive form, the Calculation Amount (subject to General Condition 4(f)),

and, in each case, multiplying such sum by (i) the applicable Day Count Fraction (as defined in General Condition 4(j) below) specified in the Issue Terms and (ii) where an Interest Leverage Multiplier is specified as "Applicable" in the Issue Terms, the Interest Leverage Multiplier specified in the Issue Terms, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Notes Currency, half of any such sub-unit (as defined below) being rounded upwards or otherwise in accordance with applicable market convention.

## TERMS AND CONDITIONS OF THE NOTES

Where the Specified Denomination of a Fixed Rate Note in definitive form comprises more than one Calculation Amount, the amount of Interest payable in respect of such Fixed Rate Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount (subject to General Condition 4(f)) comprising the Specified Denomination without any further rounding.

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

(b) Interest on Floating Rate Notes and Reference Item Linked Interest Notes

(i) Interest Period End Dates and Interest Payment Dates

Each Floating Rate Note and, subject to the provisions of General Condition 4(e) below and unless otherwise specified in the Issue Terms, each Reference Item Linked Interest Note bears interest on its outstanding nominal amount (or, if it is a Partly Paid Note, in accordance with General Condition 4(f)) in respect of each Interest Period (as defined in General Condition 4(a)). For the purposes of this General Condition 4(b), "**Interest Period End Date**" shall mean either:

- (A) the specified Interest Period End Date(s) specified in the Issue Terms; or
- (B) if no Interest Period End Date(s) is/are specified in the Issue Terms, (x) in the case of Floating Rate Notes, each date which falls on the number of months or other period specified as the Specified Period in the Issue Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date and (y) in the case of Reference Item Linked Interest Notes, the corresponding Interest Payment Date (unadjusted for any Business Day Convention).

Interest will be payable in arrear on the Interest Payment Date(s) up to (and including) the Maturity Date. If an Interest Payment Date falls after an Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date.

If a Business Day Convention is specified in the Issue Terms as applying to an Interest Period End Date or an Interest Payment Date and (i) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (ii) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day (as defined in General Condition 4(j) below), then the relevant Business Day Convention (as defined in General Condition 4(j) below) shall apply. Provided that, in any case, where Specified Periods are specified in accordance with General Condition 4(b)(i)(A) and (B) above, the Floating Rate Convention shall apply.

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Reference Item Linked Interest Notes will be determined in the manner specified in the Issue Terms.

(iii) ISDA Determination

Where ISDA Determination is specified in the Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Issue Terms) the Margin (if any). For the purposes of this subparagraph (iii), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying 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 Notes (the "**ISDA Definitions**") and under which:

- (A) the Floating Rate Option is as specified in the Issue Terms;

## TERMS AND CONDITIONS OF THE NOTES

- (B) the Designated Maturity is a period specified in the Issue Terms; and
- (C) the relevant Reset Date is either (x) if the applicable Floating Rate Option is based on the London interbank offered rate ("LIBOR") or on the Euro-zone inter-bank offered rate ("EURIBOR") for a currency, the first day of that Interest Period or (y) in any other case, as specified in the Issue Terms.

For the purposes of this sub-paragraph (iii), "Floating Rate", "Calculation Agent", "Floating Rate" "Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions. If the Floating Rate Option specified is USD-SOFR-COMPOUND or GBP-SONIA-COMPOUND, the "Calculation Period" as referred to in the definitions thereof in the ISDA Definitions shall be equal to the relevant Interest Period.

### (iv) Screen Rate Determination

Where Screen Rate Determination is specified in the Issue 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, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page (or any successor to such page or service) as at the Specified Time indicated in the Issue Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date (as defined below) in question plus or minus (as indicated in the Issue Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded, as provided above) of such offered quotations; or
- (C) in the case of a CMS Rate, the rate for swap transactions in the currency to which the CMS Rate relates with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page (or any successor to such page or service) as of the Specified Time on the relevant Interest Determination Date plus or minus (as indicated in the Issue Terms) the Margin (if any) all as determined by the Calculation Agent or, in the event that the Principal Paying Agent determines it is not reasonably practicable to determine the Rate of Interest in such manner, the Rate of Interest will be determined by the Calculation Agent as such rate that it determines would have prevailed but for such impracticality by reference to such source(s) as it may select; or
- (D) in the case of a rate that is based on the yield of a government bond (a "Government Bond Yield Rate"), the rate for a generic government bond, expressed as a percentage per annum, with a maturity of the Designated Maturity, which appears on the Relevant Screen Page (or any successor to such page or service) as of the Specified Time on the relevant Interest Determination Date plus or minus (as indicated in the Issue Terms) the Margin (if any) (all as specified in the Issue Terms), as determined by the Calculation Agent; or
- (E) if the Calculation Agent determines that it is not reasonably practicable to obtain the rate in such manner, the rate will be determined as such rate that the Calculation Agent determines would have prevailed but for such impracticality by reference to such source(s) as it may select.

In case the rate specified in the Issue Terms is a TEC Rate (Taux de l'Echéance Constante), the offered quotation, expressed as a percentage rate per annum, with a maturity of the Designated Maturity calculated by the *Comité de Normalisation Obligataire* (or successor thereto), which appears on the Relevant Screen Page (or any successor to such page or service) as of the

## TERMS AND CONDITIONS OF THE NOTES

Specified Time on the relevant Interest Determination Date plus or minus (as indicated in the Issue Terms) the Margin (if any) (all as specified in the Issue Terms), as determined by the Calculation Agent.

If the Calculation Agent determines it is not reasonably practicable to determine the rate in such manner, the rate shall be determined by the Calculation Agent on the basis of the linear interpolation of the mid-market prices for each of the two reference French treasury bonds (*Obligation Assimilable du Trésor*), which would have been used by the Comité de Normalisation Obligataire (or successor thereto) for the calculation of the relevant rate.

In order to determine such mid-market prices, the Calculation Agent shall request five active dealers each to provide a quotation of its price at approximately the Specified Time on the Interest Determination Date in question and shall determine the mid-market prices as the arithmetic mean of such quotations after discarding the highest and lowest of such quotations.

In the case of (A) and (B), the Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the Specified Time indicated above or in the Issue Terms. The Issue Terms may, if agreed by the relevant Dealer, set out such provisions in full.

(v) Determination of Rate of Interest and Calculation of Interest Amount

The Principal Paying Agent will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the Issue Terms) for the relevant Interest Period.

Subject to the Payout Conditions, the Principal Paying Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes and Reference Item Linked Interest Notes which are represented by a Global Note or which are Book-Entry Notes, the aggregate outstanding nominal amount of the Notes represented by such Global Note or Book-Entry Notes (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of each Floating Rate Note, Reference Item Linked Interest Note and Combination Interest Note in definitive form, the Calculation Amount (subject to General Condition 4(f)),

and, in each case, multiplying such sum by (i) the Day Count Fraction (as defined in General Condition 4(j) below) specified in the Issue Terms and (ii) where an Interest Leverage Multiplier is specified as "Applicable" in the Issue Terms, the Interest Leverage Multiplier specified in the Issue Terms, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Notes Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Floating Rate Note and Reference Item Linked Interest Note in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount (subject to General Condition 4(f)) comprising the Specified Denomination without any further rounding.

(vi) Minimum and/or Maximum Interest Rate

If the Issue Terms specifies a Minimum Interest Rate for any Interest Period, then in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraphs (ii), (iii), (iv) or (v) above or (d) below (as appropriate) is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate. If the Issue Terms do not specify a Minimum Interest Rate for any Interest Period, then the Rate of Interest for such Interest Period shall not be less than zero.

## TERMS AND CONDITIONS OF THE NOTES

If the Issue Terms specifies a Maximum Interest Rate for any Interest Period, then in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraphs (ii), (iii), (iv) or (v) above or (d) below (as appropriate) is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

(vii) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Issue Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Issue Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Issue Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**"Designated Maturity"** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(viii) **Notification of Rate of Interest and Interest Amount**

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Guarantor (if applicable), and, if applicable, to the stock exchange on which the relevant Notes are for the time being listed. In addition, the Principal Paying Agent shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with General Condition 13 as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with General Condition 13.

(ix) **Certificates to be Final**

All certificates, communications, determinations, calculations and decisions made for the purposes of the provisions of this paragraph (b), by the Principal Paying Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor (if applicable), the Principal Paying Agent, the other Paying Agents and all Noteholders, and (in the absence as aforesaid) no liability to the Noteholders shall attach to the Principal Paying Agent, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) **Interest on Specified Interest Amount Notes**

Each Specified Interest Amount Note shall bear interest at an amount per Calculation Amount equal to the Specified Interest Amount as so specified in the Specified Interest Amount provisions of the Issue Terms which shall be payable on the relevant Specified Interest Payment Date(s) also specified thereon, adjusted, where applicable for any Business Day Convention. For the avoidance of doubt, different Specified Interest Amounts may be payable in respect of Specified Interest Payment Dates. In respect of Credit Linked Notes only, the Specified Interest shall be multiplied by the Specified Interest Amount Multiplier as so specified in the Specified Interest Amount provisions of the Issue Terms. If the Specified Interest Amount Multiplier is specified in the Issue Terms as "Not applicable" the Specified Interest Amount Multiplier shall be deemed to be equal to 1.

(d) **Zero Coupon Notes**

## **TERMS AND CONDITIONS OF THE NOTES**

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with General Condition 6(f)(i) as its Early Redemption Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the Issue Terms. Such interest shall continue to accrue (as well after as before any judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360 day year consisting of 12 months of 30 days each and in the case of an incomplete month the actual number of days elapsed in such incomplete month or on such other basis as may be specified in the Issue Terms.

(e) Interest on Reference Item Linked Interest Notes

In the case of Reference Item Linked Interest Notes, where the Rate of Interest and/or the Interest Amount (whether on any Interest Payment Date, early redemption, maturity or otherwise) is to be determined by reference to one or more Reference Items, the Rate of Interest and/or the Interest Amount shall be determined where applicable as provided in the Payout Annex.

(f) Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes) interest will accrue as aforesaid on the paid-up nominal amount of such Notes.

(g) Interest Payments and Accrual of Interest

Interest will be paid subject to and in accordance with the provisions of General Condition 4. Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless otherwise provided in these General Conditions or any Annex and otherwise unless, upon due presentation thereof, payment of principal or the payment, and/or delivery of the Entitlement as set out in the Issue Terms (if applicable), is improperly withheld or refused, in which event interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest at such day count fraction as the Principal Paying Agent determines appropriate or as otherwise provided in the Issue Terms until whichever is the earlier of (i) the day on which all sums due and/or assets comprised in the Entitlement in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the holder thereof (either in accordance with General Condition 13 or individually) of receipt of all sums due and/or assets comprised in the Entitlement in respect thereof up to that date (subject, in the case of Credit Linked Notes to which Credit Linked Interest is applicable, to the provisions of Credit Linked Condition 5).

(h) Calculation Agent

- (i) If a Calculation Agent is specified in the Issue Terms, any determination specified in General Conditions 4(b) to (g) (inclusive) as being determinations to be made by the Principal Paying Agent will instead be made by the Calculation Agent as if references to the Principal Paying Agent in such General Conditions (and related provisions of the Agency Agreement) were to the Calculation Agent. The Calculation Agent will notify any amount of interest to the Principal Paying Agent as soon as reasonably practicable following its determination.
- (ii) A Calculation Agent must be appointed for the determination of the Rate of Interest where such determination is other than a single determination of the Rate of Interest for each Interest Period that is made in accordance with this General Condition 4 and the related provisions of the Agency Agreement and without the imposition of any additional duties on the Principal Paying Agent.

(i) Benchmark

Subject to the next sentence, where an Administrator/Benchmark Event (as defined in General Condition 6(l)) occurs in respect of a Benchmark which is used in whole or in part to calculate interest under General Condition 4, the Calculation Agent shall elect to take one of the actions described in General Condition 6(l). If the relevant Benchmark (as defined in General Condition 6(l)) for the determination of the Rate of Interest in respect of any Floating Rate Notes is a USD Benchmark Rate (of any tenor) and the Calculation Agent determines that a Benchmark Transition Event (as defined in General Condition 6(l)) and its related Benchmark Replacement Date (as defined in General Condition

## TERMS AND CONDITIONS OF THE NOTES

6(l)) have occurred prior to the Reference Time (as defined in General Condition 6(l)) in respect thereof on any date of determination of the Rate of Interest, then the provisions of Annex 9 - USD LIBOR Benchmark Transition Event Annex shall apply in respect of the Notes in relation to such USD LIBOR rate.

### (j) Definitions

In these General Conditions, unless the context otherwise requires, the following defined terms shall have the meaning set out below:

**"Business Day"** means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre (other than TARGET System) specified in the Issue Terms;
- (B) if TARGET System is specified as an Additional Business Centre in the applicable Issue Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET System**") is open; and
- (C) either (i) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency (and which, if the currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (ii) in relation to any sum payable in euro, a day (a "**Target Settlement Day**") on which the TARGET System is open.

**"Business Day Convention":** If any date referred to in these General Conditions which 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 in the Issue Terms is:

- (A) 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 (i) such date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent such date shall be the last Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (B) the "**Following Business Day Convention**", such date shall be postponed to the next day which is a Business Day;
- (C) 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
- (D) the "**Preceding Business Day Convention**", such date shall be brought forward to the immediately preceding Business Day.

**"Day Count Fraction"** means, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if "**Actual/Actual (ICMA)**" is specified in the Issue Terms:
  - (A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Period End Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the "**Accrual Period**") is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the Issue Terms) that would occur in one calendar year; or
  - (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

## TERMS AND CONDITIONS OF THE NOTES

- (C) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates (as specified in the Issue Terms) that would occur in one calendar year; and
- (D) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates that would occur in one calendar year;

**"Determination Date(s)"** means the date(s) specified in the Issue Terms;

**"Determination Period"** means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the Interest Period End Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

- (A) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the Issue 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 (1) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (B) if "Actual/365 (Fixed)" is specified in the Issue Terms, the actual number of days in the Interest Period divided by 365;
- (C) if "Actual/365 (Sterling)" is specified in the Issue 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;
- (D) if "Actual/360" is specified in the Issue Terms, the actual number of days in the Interest Period divided by 360;
- (E) if "30/360", "360/360" or "Bond Basis" is specified in the Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

" $Y_1$ " is the year expressed as a number, in which the first day of the Interest Period falls;  
 " $Y_2$ " is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

" $M_1$ " is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

" $M_2$ " is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

" $D_1$ " is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31 in which case  $D_1$ , will be 30; and

" $D_2$ " 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  $D_1$ , is greater than 29, in which case  $D_2$  will be 30;

- (F) if "30E/360" or "Eurobond Basis" is specified in the Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

## **TERMS AND CONDITIONS OF THE NOTES**

- "Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;
- "Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- "M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- "M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- "D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31 in which case D<sub>1</sub> will be 30; and
- "D<sub>2</sub>" 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 D<sub>2</sub> will be 30;
- (G) if "30E/360 (ISDA)" is specified in the Issue Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- "Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;
- "Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- "M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- "M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- "D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and
- "D<sub>2</sub>" 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 Maturity Date or (ii) such number would be 31 in which case D<sub>2</sub> will be 30.
- (A) if "1/1" or "1" is specified, one.
- (B) if "Not applicable" is specified then the Day Count Fraction will not be taken into account in any calculation of interest.

## **5. Payments, Physical Delivery and Exchange of Talons**

For the purposes of this General Condition 5, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions shall, where the context so admits, be deemed also to refer to delivery of any Entitlement(s).

### **(a) Method of Payment**

#### **(i) Registered Notes**

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in a global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for

## TERMS AND CONDITIONS OF THE NOTES

business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the nominal amount of the Notes held by a holder is less than US\$250,000 (or integral multiples of US\$1,000 in excess thereof) (or its approximate equivalent in any other currency), payment will instead be made by a cheque in the relevant currency of payment drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a currency other than euro) a bank in the principal financial centre of the country of such currency (which, if such currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the currency of payment drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in a global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the Record Date at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the nominal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this General Condition 5 arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer, the Guarantor or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a currency other than US dollars shall be paid by transfer by the Registrar to an account in the relevant currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in US dollars in accordance with the provisions of the Agency Agreement.

### (ii) Bearer Notes

Payments of principal and interest (if any) in respect of the Definitive Bearer Notes will (subject as provided below) be made against presentation or surrender of such Bearer Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of principal in respect of instalments (if any), other than the last instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Payment of the last instalment will be made against surrender of the relevant Bearer Note. Each Receipt must be presented for payment of such instalment together with the relevant Definitive Bearer Note

## **TERMS AND CONDITIONS OF THE NOTES**

against which the amount will be payable in respect of that instalment. If any Definitive Bearer Notes are redeemed or become repayable prior to the Maturity Date in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Unmatured Receipts and Receipts presented without the Definitive Bearer Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to Bearer Notes will be made only against presentation and surrender of the relevant Bearer Notes, Coupons or Receipts outside the United States (which expression, as used herein, means the United States of America and except as otherwise provided in the third succeeding paragraph. No payment with respect to the Bearer Notes will be made by mail to an address in the United States or by transfer to an account maintained by the holder in the United States.

Subject as provided below and subject also as provided in the Issue Terms, payments in respect of definitive Notes (other than Foreign Exchange (FX) Rate Notes) denominated in a currency (other than euro) or, in the case of Foreign Exchange (FX) Rate Notes, payable in a currency (other than euro) will (subject as provided below) be made by a cheque in the currency drawn on, or, at the option of the holder and upon 15 days' prior notice to the Principal Paying Agent, by transfer to an account in the currency maintained by the payee with, a bank in the principal financial centre of the country of such currency. Payments in euro will be made by credit or transfer to a euro account or any other account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by euro-cheque.

(iii) Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will be made in the manner specified above and otherwise in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside of the United States. A record of each payment made on such Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which such Global Note is presented for the purpose of making such payment, and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg or DTC as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg or DTC, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note. No person other than the holder of the relevant Global Note shall have any claim against the Issuer or the Guarantor in respect of any payments due in respect of such Global Note.

(iv) Payments in United States

Notwithstanding the foregoing, payments in respect of Bearer Notes denominated and payable in US dollars will be made at the specified office of any Paying Agent in the United States if (a) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount due on the Bearer Notes in the manner provided above when due; (b) payment of the full amount due at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in US dollars; and (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer and the Guarantor, adverse tax consequences for the Issuer and the Guarantor.

(v) Book-Entry Notes

Payments in respect of the Book-Entry Notes (in terms of both principal and interest) will be made by transfer to the registered account of the relevant Noteholder maintained by or on behalf of it with a bank that processes payments in the currency in which the payment is due,

## TERMS AND CONDITIONS OF THE NOTES

details of which appear in the records of Iberclear, the relevant Iberclear Member or the Book-Entry Depository, as the case may be, at the close of business on the Business Day on which the payment of principal and/or interest, as the case may be, falls due. Noteholders must rely on the procedures of Iberclear, the relevant Iberclear member or the Book-Entry Depository, as the case may be, to receive payments under the relevant Book-Entry Notes. None of the Issuer, the Guarantor, any Agent or any of the Dealers will have any responsibility or liability for the records relating to payments made in respect of the Book-Entry Notes.

(vi) All payment

The Book-Entry Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, without prejudice to the provisions of General Condition 7 (Taxation). No commissions or expenses shall be charged to the Noteholders in respect of such payments.

(vii) Coupons

Fixed Rate Bearer Notes in definitive form should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons to be issued on exchange of Talons which will have matured on or before the relevant redemption date), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of 10 years from the Relevant Date (as defined in General Condition 7) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to General Condition 10 or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Specified Interest Amount Note, Index Linked Note, Equity Linked Note, Inflation Linked Note, ETF Linked Note, Fund Linked Note, Credit Linked Note, Foreign Exchange (FX) Rate Linked Note or Combination Note in definitive bearer form all unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Floating Rate Note, Specified Interest Amount Note, Index Linked Note, Equity Linked Note, Inflation Linked Note, ETF Linked Note, Fund Linked Note, Credit Linked Note, Foreign Exchange (FX) Rate Linked Note or Combination Note is presented for redemption without all unmatured Coupons appertaining thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity of the Issuer or the Guarantor (if applicable).

(viii) Payments

If any date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, then the holder thereof shall not be entitled to payment of the amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

For these purposes, "**Payment Day**" means any day which (subject to General Condition 10) is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

- (A) either (i) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant currency (if other than the place of presentation, any Financial Centre and which, if such currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively; or (ii) in relation to any sum payable in euro, a day on which the TARGET System is open;

## TERMS AND CONDITIONS OF THE NOTES

- (B) if TARGET System is specified as an Additional Financial Centre in the applicable Issue Terms, a day in which the TARGET System is open;
- (C) each city specified as a Financial Centre (each, a "**Financial Centre**") in the Issue Terms; and
- (D) in relation to Notes in definitive form, the relevant place of presentation;

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of General Condition 11. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

Payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws, regulations and directives applicable thereto; (ii) any withholding or deduction required pursuant to Section 871(m) of the Code, and (iii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreement thereunder, any official interpretations thereof, or in each case any law implementing an intergovernmental approach thereto (without prejudice to the provisions of General Condition 7 (*Taxation*)).

### (ix) Payment Disruption Event

If "Payment Disruption Event" is specified as applicable in the Issue Terms, where the Calculation Agent determines that a Payment Disruption Event has occurred or is likely to occur:

- (A) the next date for payment of any amount due in respect of the Notes will be postponed to the earliest to occur of (i) the date falling 2 Business Days after the date on which the Calculation Agent determines that the Payment Disruption Event is no longer occurring or (ii) the date falling 30 calendar days following the scheduled due date for payment of the relevant amount (the "**Postponed Payment Date**"), which, for the avoidance of doubt, may be later than the Scheduled Maturity Date. No interest shall accrue and no Event of Default will result on account of such postponement; and
- (B) (i) in the case of (A)(i) above, the Issuer will pay the relevant amount due in respect of the Notes in the Specified Notes Currency on the Postponed Payment Date, or (ii) in the case of (A)(ii) above, the Issuer shall give notice to the Noteholders in accordance with Condition 13, and (i) convert the relevant amount due in respect of the Notes into U.S. Dollars using the rate of exchange between the Specified Notes Currency and the U.S. Dollar that the Calculation Agent determines 5 Business Days prior to the Postponed Payment Date and taking into consideration all information that it deems relevant. The Issuer will pay such amount in U.S. Dollars less the cost to the Issuer and/or any of its Affiliates (if any) of amending or unwinding any underlying related hedging arrangements in connection with such Payment Disruption Event and/or the related payment, and the Issuer shall have no further obligations whatsoever for the relevant payment under the Notes or (ii) if the Calculation Agent determines that it is not possible to determine the rate of exchange, the Issuer may early redeem all the Notes at an amount in U.S. Dollars determined pursuant to General Condition 6(f).

For the purposes of the above, "**Payment Disruption Event**" means an event which (a) prevents, restricts or delays the Issuer from converting or delivering relevant currencies, (b) imposes capital or exchange controls, (c) implements changes to laws relating to foreign investments or, (d) otherwise

## TERMS AND CONDITIONS OF THE NOTES

prohibits or prevents the Issuer from making a payment or performing an obligation required of it as a result of war, catastrophe, governmental action or other event beyond its control, including the relevant currencies exclusion as full settlement currency in the clearing systems where the Notes settled on the Issue Date.

(b) Physical Delivery

(i) Physical Delivery

(A) Asset Transfer Notices

In relation to Notes to be redeemed by delivery or, in the case of Credit Linked Notes to which Credit Linked Redemption is applicable, Delivery (as such term is defined in the Credit Linked Conditions) of the Entitlement(s) (as defined below), in order to obtain delivery or Delivery, as the case may be, of the Entitlement in respect of any Note, the relevant Noteholder must:

(1) If such note is a Book-Entry Note:

- I. where the Entitlement is also a security (or securities) included in Iberclear's book-entry register, then the Delivery Agent as specified in the applicable Issue Terms (the "**Delivery Agent**") must receive instructions from each Iberclear participant entity holding Book-Entry Notes on the Cut-off Date. Such instructions shall include complete settlement instructions, incorporating relevant information in respect of the Noteholders holding Book-Entry Notes through each Iberclear participant entity and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership. Each Iberclear participant holding Book-Entry Notes must block such Book-Entry Notes from and including the Cut-off Date; and
- II. where the Entitlement comprises an instrument (or instruments) that is not included in Iberclear's book-entry register, each Iberclear participant holding Book-Entry Notes on the Cut-Off Date must send timely and full settlement instructions to the Delivery Agent sufficient to allow the Issuer, or, where applicable, the Delivery Agent acting on the Issuer's behalf, to make delivery or Delivery of the Entitlement in the relevant clearing system (where relevant) or otherwise on the Delivery Date or the Credit Settlement Date (as applicable) in accordance with the provisions of this General Condition 5(b) and such instructions shall include (or be accompanied by) certification as to non U.S. beneficial ownership.
- III. For the avoidance of doubt, where the settlement instructions contemplated by this sub-paragraph (1) apply, this replaces the requirement to deliver an Asset Transfer Notice in accordance with the provisions below. All instructions for settlement to be delivered in accordance with this sub-paragraph (1) will be referred to as the "**Iberclear Settlement Instruction**". If such Note is represented by a Global Note, deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Principal Paying Agent and any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**") no later than the close of business in each place of reception on the Cut-Off Date, a duly completed asset transfer notice substantially in the form set out in the Agency Agreement (the "**Asset Transfer Notice**"); and

- (2) if such Note is represented by a Global Note, deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Principal Paying Agent and any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf no later than the close of

## TERMS AND CONDITIONS OF THE NOTES

business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; and

- (3) if such Note is in definitive form, deliver (i) if such Note is a Bearer Note, to any Paying Agent or (ii) if such Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Principal Paying Agent and the Delivery Agent (as defined above) no later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

For the purposes hereof, "**Cut-off Date**" means the date specified as such in the Issue Terms or if not so specified (a) in respect of a Note that is not a Credit Linked Note to which Credit Linked Redemption is applicable, the fifth Business Day immediately preceding the Delivery Date or (b) in respect of a Credit Linked Note to which Credit Linked Redemption is applicable, the third Business Day immediately preceding the Credit Settlement Date.

A form of Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear or Clearstream, Luxembourg, as the case may be, or (ii) if such Note is in definitive form, in writing.

If a Note is in definitive form, it must be delivered together with the duly completed Asset Transfer Notice.

The Asset Transfer Notice shall:

- (1) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;
- (2) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (3) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at the relevant Clearing System to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the Delivery Date or (in the case of Credit Linked Notes to which Credit Linked Redemption is applicable) the Credit Settlement Date;
- (4) include an undertaking to pay all Expenses (as defined below) and, in the case of Notes represented by a Global Note, an authority to the relevant Clearing System to debit a specified account of the Noteholder with the relevant Clearing System in respect thereof and to pay such Expenses;
- (5) include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, (including, where applicable, pursuant to Credit Linked Condition 1, in respect of any cash amount constituting the Entitlement) or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Redemption Amount (each as defined below);

## TERMS AND CONDITIONS OF THE NOTES

- (6) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof; and
- (7) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

Copies of such Asset Transfer Notice may be obtained from the Registrar or any Paying Agent.

### (B) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made by the relevant Paying Agent or the Registrar, as the case may be, in each case in consultation with the Principal Paying Agent, and shall be conclusive and binding on the Issuer, the Guarantor (if applicable), the Principal Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent and any Delivery Agent immediately after being delivered or sent as provided in paragraph (A), shall be null and void.

If such Asset Transfer Notice or Iberclear Settlement Instruction is subsequently corrected to the satisfaction of, in the case of Notes represented by a Global Note, the relevant Clearing System, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, or in the case of Book-Entry Notes by the Delivery Agent, in each case in consultation with the Principal Paying Agent, it shall be deemed to be a new Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) submitted at the time such correction was delivered as provided above.

The relevant Clearing System, Delivery Agent, Registrar or Paying Agent, as applicable, shall use its reasonable efforts as soon as reasonably practicable to notify the Noteholder submitting an Asset Transfer Notice or, in respect of Book-Entry Notes, the Iberclear participant entity submitting the Iberclear Settlement Instruction, if, in consultation with the Principal Paying Agent, it has determined that such Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Guarantor, the Paying Agents or the relevant Clearing System shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Noteholder.

No Asset Transfer Notice or Iberclear Settlement Instruction may be withdrawn after receipt thereof by the relevant Clearing System, the Registrar, the Delivery Agent or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice or an Iberclear Settlement Instruction, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

The Entitlement will be delivered on the date fixed for redemption (such date, subject to adjustment in accordance with this General Condition 5(b)(i)(B), the "**Delivery Date**") or (in the case of Credit Linked Notes to which Credit Linked Redemption is applicable) Delivered on the Credit Settlement Date, in each case at the risk of the relevant Noteholder in the manner provided below and provided that, in each case, the Asset Transfer Notice, or in the case of Book-Entry Notes, Iberclear Settlement Instruction, is duly delivered as provided above not later than the close of business in each place of reception on the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice or, in the case of Book-Entry Notes, Iberclear Settlement Instruction, as provided herein with a copy to each

## TERMS AND CONDITIONS OF THE NOTES

relevant party prior to the close of business in each place of reception on the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the Delivery Date or the Credit Settlement Date, as the case may be, at the risk of such Noteholder in the manner set out below, provided that, if in respect of a Note, an Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) is not delivered to the relevant Clearing System and/or each other relevant party, as the case may be, with a copy to the Issuer, prior to the close of business in each place of reception on the 90th calendar day following the Cut-off Date then (a) if "Assessed Value Payment Amount" is specified as applicable in the Issue Terms, the Issuer shall as soon as reasonably practicable following such date determine the Assessed Value Payment Amount (as defined below) and in respect of such Note shall pay the Assessed Value Payment Amount to the relevant Noteholder in lieu of delivery of the Entitlement as soon as reasonably practicable following determination of the Assessed Value Payment Amount, or (b) if "Assessed Value Payment Amount" is specified as 'not applicable' in the Issue Terms, the Issuer's obligations in respect of such Note and the Guarantor's obligations pursuant to the Guarantee in respect of such Note shall be discharged and no further liability in respect thereof shall attach to the Issuer or the Guarantor, as applicable. Upon payment of the Assessed Value Payment Amount, if applicable, the Issuer's and the Guarantor's obligations in respect of such Note shall be discharged. For the avoidance of doubt, in the circumstances described above, such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of a failure to give an Asset Transfer Notice in relation to a Delivery Date or the Credit Settlement Date, as applicable and no liability in respect thereof shall attach to the Issuer or the Guarantor as applicable.

The Issuer (or any Delivery Agent on its behalf) shall, at the risk of the relevant Noteholder, deliver (or procure the delivery) or Deliver (or procure the Delivery) of the Entitlement for each Note, in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or Iberclear Settlement Instruction (as applicable) or in such manner as is specified in the applicable Issue Terms. All costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes ("**Expenses**") arising from the delivery or Delivery, as the case may be, of the Entitlement, in respect of such Notes shall be for the account of the relevant Noteholder and no delivery or Delivery of the Entitlement shall be made until all Expenses have been paid by the relevant Noteholder to the satisfaction of the Issuer.

### (C) General

Notes held by the same Noteholder may be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes, provided that, the aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Noteholder.

Following the Delivery Date or Credit Settlement Date in respect of a share forming part of the Entitlement, all dividends on the relevant shares to be delivered will be payable to the relevant party according to market practice assuming a sale of the shares has been executed on the Delivery Date or Credit Settlement Date. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in General Condition 5(b)(i)(A).

For such period of time after delivery or Delivery of the Entitlement until the Delivery Date or the Credit Settlement Date (the "**Intervening Period**"), none of the Issuer, the Guarantor (if applicable), the Paying Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or

## TERMS AND CONDITIONS OF THE NOTES

procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations or Deliverable Obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations or Deliverable Obligations.

### (D) Settlement Disruption

The provisions of this General Condition 5(b)(i)(D) apply to Notes other than Credit Linked Notes to which Credit Linked Redemption is applicable.

If, in the opinion of the Calculation Agent, delivery of the Entitlement in such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event other than a Relevant Asset Redemption Event (each as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. Following the occurrence of a Relevant Asset Redemption Event, the Entitlement Amount shall be deemed to be a cash amount equal to the proceeds of redemption of the Entitlement specified in the Issue Terms less (where 'Unwind Costs' are specified as being applicable in the Issue Terms), an amount equal to all Unwind Costs (as defined below), as determined by the Calculation Agent and notified to the Noteholders in accordance with General Condition 13. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date.

For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event other than a Relevant Asset Redemption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with General Condition 13. Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 that a Settlement Disruption Event has occurred.

No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

"**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;

## TERMS AND CONDITIONS OF THE NOTES

**"Disruption Cash Redemption Amount"** means, in respect of any relevant Note, the fair market value of such Note (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets) less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion;

**"Hedging Arrangements"** means any transaction(s), asset(s) or trading position(s) the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk of the Issuer issuing and performing its obligations with respect to the Notes.

**"Relevant Asset Redemption Event"** means, in respect of a Relevant Asset which is specified in the Issue Terms to be a debt obligation in the form of a bond, that the Relevant Asset has been redeemed for any reason, on or prior to the Maturity Date of the Notes;

**"Settlement Business Day"** has the meaning specified in the Issue Terms;

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer or the Guarantor, as the case may be, as a result of which the Issuer or the Guarantor, as the case may be, cannot make delivery of the Relevant Asset(s) using the method specified in the Conditions and/or the Issue Terms; and

**"Unwind Costs"** means the amount specified in the Issue Terms (if any) or if "Standard Unwind Costs" are specified in the Issue Terms, an amount determined by the Calculation Agent equal to the aggregate sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Relevant Assets and the Notes and the related termination, settlement or re-establishment of any Hedging Arrangements.

### (E) Failure to Deliver due to Illiquidity

The provisions of this General Condition 5(b)(i)(E) apply to the Notes other than Credit Linked Notes to which Credit Linked Redemption is applicable.

If "Failure to Deliver due to Illiquidity" is specified as applying in the Issue Terms and, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the "**Affected Relevant Assets**") comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a "**Failure to Deliver due to Illiquidity**"), then:

- (1) subject as provided elsewhere in the Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated date of redemption in accordance with this General Condition (b); and
- (2) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Failure to Deliver Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with General Condition 13. Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 that the provisions of this General Condition 5(b)(i)(E) apply.

## TERMS AND CONDITIONS OF THE NOTES

For the purposes hereof, "**Failure to Deliver Redemption Amount**" means, in respect of any relevant Note, the fair market value of such Note (taking into account, the Relevant Assets comprising the Entitlement which have been duly delivered as provided above, the value of such Relevant Assets), less the cost to the Issuer and/or any of its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion.

(ii) Variation of Settlement

If the Issue Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with General Condition 13 and the provisions of General Condition 5(b) (*Physical Delivery*) shall apply accordingly. Where so specified in the Issue Terms, the Issuer shall give not less than the minimum period of notice and/or not more than the maximum period of notice.

(iii) Issuer's Option to Substitute Assets or to pay the Alternate Cash Redemption Amount

Notwithstanding any provision of these General Conditions to the contrary, the Issuer may, in its sole and absolute discretion in respect of Notes to which this General Condition 5(b) applies, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprises assets which are not freely tradable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent in its sole and absolute discretion) of such other assets which the Calculation Agent determines, in its sole and absolute discretion, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Delivery Date of an amount equal to the fair market value of the Entitlement on or about the time of so electing as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with General Condition 13 and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

For purposes hereof, a "**freely tradable**" security shall mean (i) with respect to the United States, a security which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such security and not purchased from an affiliate of the issuer of such security or which otherwise meets the requirements of a freely tradable security for purposes of the Securities Act, in each case, as determined by the Calculation Agent in its sole and absolute discretion or (ii) with respect to any other jurisdiction, a security not subject to any legal restrictions on transfer in such jurisdiction.

(iv) Rights of Noteholders and Calculations

None of the Issuer, the Guarantor (if applicable), the Calculation Agent, any Delivery Agent and the Agents shall have any responsibility for any errors or omissions in any calculation or determination in respect of the Notes.

The purchase of Notes does not confer on any holder of such Notes any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

(v) For the purposes of the General Conditions:

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

## TERMS AND CONDITIONS OF THE NOTES

"**Assessed Value Payment Amount**" means, in respect of a Note, an amount determined by the Calculation Agent to be the fair market value of the assets comprised in the Entitlement in respect of such Note less the cost to the Issuer and/or its Affiliates of unwinding any underlying relating hedging arrangements, all as determined by the Issuer.

### 6. Redemption and Purchase

#### (a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, each Note (other than a Credit Linked Note to which Credit Linked Redemption is applicable) will be redeemed by the Issuer at its relevant Final Redemption Amount in the Specified Notes Currency on the Maturity Date specified in the Issue Terms or, if (i) Physical Settlement is specified as applicable in the Issue Terms (each such Note a "**Physical Delivery Note**") or (ii) Variation Settlement is specified as applicable in the Issue Terms and the Issuer exercises such option, by delivery of the Entitlement (as provided in General Condition 5(b) above) on the Delivery Date. Notes may not be redeemed other than in accordance with these General Conditions and any applicable Annex.

The "**Final Redemption Amount**" shall be, unless specified otherwise in the applicable Issue Terms, an amount in respect of each Calculation Amount, equal to the Calculation Amount multiplied by: (i) the percentage, or (ii) the Final Payout specified in the Issue Terms. For the avoidance of doubt, if the Final Payout is zero or negative, no amount shall be payable on the final redemption of the Note.

The "**Entitlement**", in respect of each Calculation Amount, shall be a quantity of the Relevant Asset(s) (and any cash amount to be delivered as a result of rounding down) specified in the Issue Terms equal to the Entitlement Amount specified in the Issue Terms or, in the case of Credit Linked Notes to which Credit Linked Redemption is applicable, the Deliverable Obligations to be delivered pursuant to the Credit Linked Conditions. If the Relevant Asset is specified in the Issue Terms to be a debt obligation in the form of a bond (a "**Bond Asset**"), the Entitlement in respect of each Calculation Amount, shall be a nominal amount of such Bond Asset (and any cash amount to be delivered as a result of rounding down) specified in the Issue Terms having a face value equal to the Entitlement Amount specified in the Issue Terms. In respect of any Bond Asset (i) the Calculation Agent shall make such adjustments as it, in its sole and absolute discretion determines to be necessary, to the Entitlement to be so delivered, in order to take account of any redenomination, subdivision, consolidation, reclassification or any event having a dilutive or concentrative effect on the value of the Bond Asset; or (ii) if such Bond Asset is converted into or exchanged for other securities in accordance with the terms of any voluntary or involuntary exchange or restructuring programme, the Entitlement shall be a nominal amount of the such converted securities or securities for which the Bond Asset has been exchanged, having a face value equal to the Entitlement Amount. If the Calculation Agent determines in its sole and absolute discretion that such securities are not freely tradable, the provisions of General Condition 5(b)(iii)(*Issuer's Option to Substitute Assets or to pay the Alternate Cash Redemption Amount*) shall apply.

"**Relevant Asset(s)**" means the relevant asset(s) so specified in the Issue Terms.

#### (b) Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if the Note is not a Floating Rate Note) or on any Interest Payment Date (if the Note is a Floating Rate Note), on giving not less than 30 or more than 60 days' notice to the Principal Paying Agent and, in accordance with General Condition 13, the Noteholders (which notice shall be irrevocable), if:

- (i) (A) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged under Spanish law to pay additional amounts as provided or referred to in General Condition 7 or the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts (as defined in General Condition 7); or (B) there is any change after the Issue Date of the Notes in the application or binding official interpretation of the Spanish laws or regulations as a result of which withholding tax is applicable to the Notes, which change or amendment becomes effective on or after the issue date of the Notes; and
- (ii) in the case of (i)(A) above, such obligation to pay additional amounts cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

## TERMS AND CONDITIONS OF THE NOTES

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this General Condition 6, the Issuer or, as the case may be, the Guarantor shall deliver to the Principal Paying Agent a certificate signed by two Directors of the Issuer (or if at the time that such certification is to be given the Issuer has only one Director, such certificate may be signed by such Director) or, as the case may be, by a duly authorised signatory of the Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, an opinion of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay such additional amounts.

Each Note redeemed pursuant to this General Condition 6(b) will be redeemed at its Early Redemption Amount referred to in General Condition 6(f) below and no further interest will be payable since the immediately preceding Interest Payment Date or, if none, the Issue Date.

### (c) Redemption for Illegality

In the event that the Issuer determines in good faith that the performance of its obligations under the Notes or that any arrangements made to hedge its obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount referred to in paragraph (f) below and no further interest will be payable since the immediately preceding Interest Payment Date or, if none, the Issue Date.

### (d) Redemption at the Option of the Issuer (Issuer Call)

If "**Issuer Call Option**" is specified as being applicable in the Issue Terms, the Issuer may, having given:

- (i) not less than 5 days' (or such other notice period specified in the Issue Terms) notice to the Noteholders in accordance with General Condition 13; and
- (ii) not less than 4 days before the giving of the notice referred to in (i), notice to the Principal Paying Agent,

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and each at the Optional Redemption Amount(s) specified in, or determined on the Optional Redemption Valuation Date in the manner specified in, the Issue Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any partial redemption must be of a nominal amount equal to the Minimum Redemption Amount or, if applicable, a Higher Redemption Amount as specified in the Issue Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of 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) and/or DTC, in the case of Redeemed Notes represented by a Global Note or in the case of Redeemed Notes that are represented by Book-Entry Notes, the rules of Iberclear or the Book-Entry Depository (as the case may be), 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 Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with General Condition 13 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the Aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that the aggregate nominal amount of Redeemed Notes represented by definitive Notes shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a Global Note shall be equal to the balance of the Redeemed Notes.

## TERMS AND CONDITIONS OF THE NOTES

No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (d) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with General Condition 13 at least five days prior to the Selection Date.

### (e) Redemption at the Option of the Noteholders (Noteholder Put)

If "**Noteholder Put Option**" is specified as being applicable in the Issue Terms, upon the holder of any Note giving to the Issuer in accordance with General Condition 13 not less than 15 or more than 30 days' notice (or such other minimum and/or maximum notice period specified in the Issue Terms) (which notice shall be irrevocable) the Issuer will, upon the expiry of such notice, redeem in whole but not in part, subject to and in accordance with the terms specified in the Issue Terms, such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined on the Optional Redemption Valuation Date specified in the Issue Terms, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of the Notes its holder must, if the Notes are in definitive form and held outside Euroclear and Clearstream, Luxembourg and/or DTC, deliver at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a "**Put Notice**") and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this General Condition 6(e) and, in the case of Registered Notes, the nominal amount thereof to be redeemed. If a Note is in definitive bearer form, the Put Notice must be accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to its order or under its control. If a Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg and/or DTC, to exercise the right to require redemption of the Note the holder of the Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg and/or DTC (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg and/or DTC or any common depositary for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg and/or DTC from time to time, and, if a Note is a Bearer Note represented by a global Note, at the same time present or procure the presentation of the relevant global Note to the Principal Paying Agent for notation accordingly. If the Note is represented by a Book-Entry Note held through Iberclear, to exercise the right to require redemption of such Note the holder of such Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Iberclear (which may include notice being given on his instruction by Iberclear, or any Iberclear member to the Principal Paying Agent by electronic means) in a form acceptable to Iberclear from time to time. In the case of a Book-Entry Note held through a Book-Entry Depository, to exercise the right to require redemption of the Note, the holder of the Note must within the notice period, give notice to the Principal Paying Agent and the Spanish Paying Agent in accordance with the procedures agreed with such Book-Entry Depository.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear, and/or Clearstream Luxembourg and/or DTC given by a holder of any Note pursuant to this General Condition 6(e) shall be irrevocable except where prior to the due date of redemption an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this General Condition 6(e) and instead to declare such Note forthwith due and payable pursuant to General Condition 9.

### (f) Early Redemption

For the purposes of General Condition 6 (b), (c), and (k), General Condition 9 and any circumstances where the Notes are to be redeemed prior to their Maturity Date at their Early Redemption Amount (as defined below), each Note will be redeemed at an amount (the "**Early Redemption Amount**") calculated as follows, unless specified otherwise in the Issue Terms, and no further interest will be payable since the immediately preceding Interest Payment Date or, if none, the Issue Date:

- (i) in the case of any Note at an amount determined by the Calculation Agent on the second Business Day immediately preceding the due date for the early redemption of the Notes,

## **TERMS AND CONDITIONS OF THE NOTES**

representing such Note's *pro rata* share of (a) the fair market value of such Notes taking into account all factors which the Calculation Agent determines relevant (including, if applicable, any interest provision of the Note, the event which resulted in such redemption and, if they are Partly Paid Notes, the aggregate amount paid up) less (b) all costs incurred by the Issuer, the Guarantor or any of its Affiliates in connection with such early redemption, including, without limitation, any costs associated with unwinding any related hedging arrangements, and all other expenses related thereto, as determined by the Calculation Agent in good faith and in a commercially reasonable manner.

- (ii) For the purposes of (i)(a) above where the relevant Notes provide for any minimum amount(s) of cash or assets to be payable or deliverable this shall be taken into account in determining the fair market value. However, the Calculation Agent shall reduce (i.e. discount) the value of such amounts in determining the fair market value to take into account the length of time remaining to the first possible date on which such amount(s) would otherwise have been payable or deliverable. Such discounting may be determined by reference to such information as the Calculation Agent may select which may include risk free rate(s).

The Calculation Agent shall also take into account appropriate values for any other amount which would or could otherwise have been payable or deliverable under the relevant Notes. This may include the element of the return on the Notes determined by reference to the relevant assets or reference basis(es) to which the Notes relate (i.e. a derivative element). The relevant value for this element of the Notes may be determined by reference to the cost at the relevant time of entering into a transaction to provide similar amounts.

**(g) Purchases**

The Issuer, the Guarantor or any of their respective subsidiaries may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Notes purchased as aforesaid may, at the option of the Issuer, the Guarantor or their respective subsidiaries, as the case may be, be held, reissued, resold or surrendered to any Paying Agent and/or the Registrar for cancellation except that all Notes in definitive form purchased by the Issuer must be surrendered for cancellation.

**(h) Cancellation**

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and any Notes purchased and cancelled pursuant to General Condition 6(g) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be reissued or resold.

**(i) Instalments**

Unless previously redeemed or purchased and cancelled on or prior to an Instalment Date, Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the Issue Terms. In the case of Notes in definitive form, all instalments (other than the final instalment) will be paid by surrender of, in the case of a Definitive Bearer Note, the relevant Receipt (which must be presented with the Note to which it appertains) and, in the case of a definitive Registered Note, the relevant Note and issue of a new Note in the nominal amount remaining outstanding, all as more fully described in General Condition 5. In the case of early redemption, the Early Redemption Amount will be determined pursuant to General Condition 6(f) above.

Where the Notes are Credit Linked Notes in respect of which Instalment Amounts are payable and the Issue Terms specify that the Credit Linked Conditions shall not apply to the Instalment Amounts, such Instalment Amounts shall be paid in full on each Instalment Date specified in the Issue Terms notwithstanding the occurrence of any Credit Event Determination Date.

**(j) Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to General Condition 6(b), (d) or (e) above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in General Condition 6(f)(ii) above as though the references therein to the date fixed for redemption or the

## TERMS AND CONDITIONS OF THE NOTES

date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with General Condition 13.

### (k) Partly Paid Notes

In the event that any Noteholder fails to pay a Part Payment Amount with respect to Partly Paid Notes on the due date (a "Part Payment Default Date"), such Partly Paid Notes held by such Noteholder shall automatically be redeemed, unless specified otherwise in the Issue Terms, on the seventh Business Day following a Part Payment Default Date, each at its Early Redemption Amount referred to in General Condition 6(f) above and no further interest will be payable from the Interest Payment Date immediately preceding such Part Payment Default Date or, if none, the Issue Date. Following the occurrence of a Part Payment Default Date with respect to Partly Paid Notes, the Issuer will, as soon as reasonably practicable, give notice of the occurrence of such Part Payment Default Date and resulting automatic redemption, to the relevant Noteholder in accordance with General Condition 13, provided that (i) failure to give such notice or (ii) payment of the Part Payment Amount following the occurrence of a Part Payment Default Date, will not void the automatic redemption of such Notes.

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise in accordance with the provisions of this General Condition 6.

### (l) Redemption for the occurrence of an Administrator/Benchmark Event

- (i) Subject to General Condition 6(l)(iii) and 6(l)(iv) below, following the occurrence of an Administrator/Benchmark Event, the Issuer, having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount referred to in General Condition 6(f) above. Interest will cease to accrue and no further interest will be payable from the Interest Payment Date or (if none, the Issue Date) immediately preceding such Administrator/Benchmark Event.
- (ii) Notwithstanding General Condition 6(l)(i) above and subject to General Condition 6(l)(iii) and 6(l)(iv) below, in the event that the Calculation Agent determines that an Administrator/Benchmark Event has occurred, the Calculation Agent, shall give notice to the Issuer and the Noteholders as soon as reasonably practicable of the occurrence of such Administrator/Benchmark Event. The Calculation Agent shall then use reasonable endeavours to determine what amendments (if any) may be made to the terms and conditions of the Notes as the Calculation Agent determines necessary or appropriate to account for the effect of the relevant event or circumstance. Without limitation, such adjustments may: (a) consist of one or more amendments and/or be made on one or more dates; (b) be determined by reference to any adjustment(s) in respect of the relevant event or circumstance made in relation to any hedging arrangements in respect of the Notes; and (c) include selecting a successor benchmark(s) and making related adjustments to the terms of the Notes, including where applicable to reflect any increased costs of the Issuer providing exposure to the successor benchmark(s), and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks. In the event that the Calculation Agent proposes amendments to the terms and conditions of the Notes in accordance with this General Condition 6(l)(ii), the Issuer shall make such amendments to the terms and conditions of the Notes and there shall be no redemption of the Notes. However, if the Calculation Agent determines, within 20 calendar days of the Issuer receiving notice of an Administrator/Benchmark Event, that no amendments may be made to the terms and conditions of the Notes to account for the effect of the relevant event or circumstance, (A) the Calculation Agent shall notify the Issuer of the same and (B) upon, the Issuer having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), the Notes shall be redeemed in accordance with General Condition 6(l)(i).

## TERMS AND CONDITIONS OF THE NOTES

- (iii) Notwithstanding anything else in the General Conditions, if the relevant Benchmark for the determination of the Rate of Interest in respect of any Floating Rate Notes is a USD Benchmark Rate (of any tenor) or any Notes otherwise reference a USD Benchmark Rate (of any tenor) and the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time (such determination, a "**Benchmark Transition Event Determination**") in respect thereof on any date of determination of the Rate of Interest or other variable or amount under the General Conditions that depends on the determination of USD Benchmark Rate, then:
- (A) the provisions of Annex 9 - USD LIBOR Benchmark Transition Event Annex and General Condition 6(l)(iv) shall apply in respect of the Notes in relation to such USD LIBOR rate; and
  - (B) the provisions of General Conditions 6(l)(i) and 6(l)(ii) shall not apply in respect of the Notes in respect of such USD LIBOR rate.
- (iv) Where the Calculation Agent determines under the provisions of Annex 9 - USD LIBOR Benchmark Transition Event Annex that there is not a Benchmark Replacement that will account for the effect of the Benchmark Transition Event, the Issuer, having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount referred to in General Condition 6(f) above. Interest will cease to accrue and no further interest will be payable from the Interest Payment Date or (if none, the Issue Date) immediately preceding the Benchmark Transition Event Determination.

For the purposes of this General Condition 6(l):

**"Administrator/Benchmark Event"** means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Pre-Cessation Event a Rejection Event or a Suspension/Withdrawal Event.

**"Benchmark"** means any figure or rate and where any amount payable under the Notes, or the value of the Notes, is determined by reference to such figure or rate, all as determined by the Calculation Agent.

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark, any of the following has occurred or will occur:

- (A) any material change in such Benchmark;
- (B) any public statement by the relevant competent authority as a consequence of which the Benchmark will be prohibited from being used either generally, or in respect of the Notes;
- (C) the permanent cancellation or cessation in the provision of such Benchmark; or
- (D) it is not commercially reasonable to continue the use of the relevant Benchmark in connection with the Notes as a result of any applicable licensing restrictions or changes in the cost of obtaining or maintaining any relevant licence (including, without limitation, where the Issuer, the Calculation Agent or any other entity is required to hold a valid licence in order to issue or perform its obligations in respect of the Notes and for any reason such licence is either not obtained, not renewed or is revoked or there is a material change in the cost of obtaining or renewing such licence).

**"Benchmark Replacement Date"** has the meaning given to that term in Annex 9 - USD LIBOR Benchmark Transition Event Annex.

**"Benchmark Transition Event"** has the meaning given to that term in Annex 9 - USD LIBOR Benchmark Transition Event Annex.

**"BMR"** means the EU Benchmark Regulation (Regulation (EU) 2016/1011).

**"Non-Approval Event"** means, in respect of the Benchmark:

- (A) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Benchmark or the administrator of the Benchmark is not obtained or will not be obtained;

## TERMS AND CONDITIONS OF THE NOTES

- (B) the Benchmark or the administrator of the Benchmark is not or will not be included in an official register; or
- (C) the Benchmark or the administrator of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Issuer, the Calculation Agent or the Benchmark,

in each case, as required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if the Benchmark or the administrator of the Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended if, at the time of such suspension, the continued provision and use of the Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension.

**"Pre-Cessation Event"**: a public statement by the supervisor of the administrator of the Benchmark (as applicable) that, in the view of such supervisor, (A) the Benchmark is (or will be deemed by such supervisor to be) no longer representative of an underlying market or (B) the methodology to calculate the Benchmark has materially changed.

**"Reference Time"** has the meaning given to that term in Annex 9 - USD LIBOR Benchmark Transition Event Annex.

**"Rejection Event"** means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses, or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Benchmark or the administrator of the Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

**"Suspension/Withdrawal Event"** means, in respect of the Benchmark:

- (A) the relevant competent authority or other relevant official body suspends or withdraws, or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator of the Benchmark which is required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes; or
- (B) the Benchmark or the administrator of the Benchmark is or will be removed from any official register where inclusion in such register is required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark is permitted in respect of the Notes under the applicable law or regulation.

**"USD LIBOR"** has the meaning given to that term in Annex 9 - USD LIBOR Benchmark Transition Event Annex.

### 7. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by or on behalf of the Issuer or the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any jurisdiction having the power to tax unless such withholding or deduction is required by law. In such event, the Issuer or the Guarantor, as applicable (or, as the case may be, the relevant Paying Agent) will account to the relevant authorities for the amount required to be withheld or deducted and, in the case of any taxes or duties imposed or levied by or on behalf of the Kingdom of Spain ("Spain") or any political subdivision or authority thereof or therein having the power to tax, will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or

## TERMS AND CONDITIONS OF THE NOTES

Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) presented for payment by or on behalf of a beneficial owner or a holder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with Spain other than the mere holding of such Note, Receipt or Coupon; or
- (ii) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in General Condition 5(a)); or
- (iii) to, or to a third party on behalf of, a holder if such taxes or duties may be avoided by complying with any relevant requirement of Spanish law or by making a declaration of non-residence or other similar claim for exemption to any authority of or in Spain, unless such holder proved that he is not entitled so to comply or to make such declaration or claim.

In these General Conditions, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent or the Registrar, as the case may be, on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with General Condition 13.

### 8. Redenomination

#### (a) Redenomination

Where redenomination is specified in the Issue Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Principal Paying Agent, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders in accordance with General Condition 13, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (i) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a nominal amount for each Note and Receipt equal to the nominal amount of that Note or Receipt in the Specified Notes Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Noteholder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations agreed at the time by the Issuer and the Principal Paying Agent;
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Notes Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Notes Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the

## TERMS AND CONDITIONS OF THE NOTES

- Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (v) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Notes Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
  - (vi) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on a Fixed Interest Date, it will be calculated by applying the Rate of Interest to each Calculation Amount (subject to General Condition 4(f)), multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Notes Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;
  - (vii) if the Notes are Floating Rate Notes, the Issue Terms will specify any relevant changes to the provisions relating to interest; and
  - (viii) such other changes shall be made to these General Conditions as the Issuer may decide, after consultation with the Principal Paying Agent, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.
- (b) Definitions
- In these General Conditions, the following expressions have the following meanings:
- "**Established Rate**" means the rate for the conversion of the Specified Notes Currency (including compliance with rules relating to rounding in accordance with applicable European Community regulations) into euro established by the Council of the European Union pursuant to Article 1091(4) of the Treaty;
- "**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;
- "**Redenomination Date**" means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph (a) above and which falls on or after the date on which the country of the Specified Notes Currency first participates in the third stage of European economic and monetary union; and
- "**Treaty**" means the Treaty establishing the European Community, as amended by the Treaty on European Union as amended by the Treaty of Amsterdam.
- 9. Events of Default**
- If any of the following events (each an "**Event of Default**") shall have occurred and be continuing::
- (i) a default is made for more than 14 days in the payment of any principal (including any Instalment Amount(s)) due in respect of any of the Notes or 30 days or more in the payment of any interest or other amount due in respect of any of the Notes; or
  - (ii) a default is made in the performance by the Issuer or the Guarantor of any other obligation under the provisions of the Notes or under the provisions of the Guarantee relating to the Notes and such default continues for more than 60 days following service by a Noteholder on the Issuer and the Guarantor of a notice requiring the same to be remedied; or
  - (iii) an order of any competent court or administrative agency is made or any resolution is passed by the Issuer for the winding-up or dissolution of the Issuer (other than for the purpose of an amalgamation, merger or reconstruction (i) which has been approved by an Extraordinary Resolution or (ii) where all of the assets of the Issuer are transferred to, and all of its debts and liabilities are assumed by, a continuing entity); or
  - (iv) an order is made by any competent court commencing insolvency proceedings (*procedimientos concursales*) against the Guarantor or an order is made or a resolution is

## TERMS AND CONDITIONS OF THE NOTES

- passed for the dissolution or winding up of the Guarantor (except in any such case for the purpose of a reconstruction or a merger or amalgamation (i) which has been approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation is a Financial Institution (*Entidad de Crédito* according to article 1 of Law 10/2014 of 26 June, on Organisation, Supervision and Solvency of Credit Entities) and will have a rating for long-term senior debt assigned by Standard & Poor's Rating Services, Moody's Investors Services or Fitch Ratings Ltd equivalent to or higher than the rating for long-term senior debt of the Guarantor immediately prior to such reconstruction or merger or amalgamation); or
- (v) the Issuer or the Guarantor is adjudicated or found bankrupt or insolvent by any competent court, or any order of any competent court or administrative agency is made for, or any resolution is passed by Issuer or the Guarantor to apply for, judicial composition proceedings with its creditors or for the appointment of a receiver or trustee or other similar official in insolvency proceedings in relation to the Issuer or the Guarantor or substantially all of the assets of either of them (unless in the case of an order for a temporary appointment, such appointment is discharged within 60 days); or
- (vi) the Issuer (except for the purpose of an amalgamation, merger or reconstruction approved by an Extraordinary Resolution) or the Guarantor (except for the purpose of an amalgamation, merger or reconstruction (i) which has been approved by an Extraordinary Resolution or (ii) where the entity resulting from any such reconstruction or merger or amalgamation will have a rating for long-term senior debt assigned by Standard & Poor's Rating Services or Moody's Investor Services equivalent to or higher than the rating for long-term senior debt of the Guarantor immediately prior to such reconstruction or merger or amalgamation) ceases or threatens to cease to carry on the whole or substantially the whole of its business; or
- (vii) an application is made for the appointment of an administrative or other receiver, manager, administrator or similar official in relation to the Issuer or the Guarantor or in relation to the whole or substantially the whole of the undertaking or assets of the Issuer or the Guarantor and is not discharged within 60 days; or
- (viii) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect.

then the holder of any Note may declare such Note by written notice to the Issuer at the specified office of the Principal Paying Agent or the Registrar, as the case may be, effective upon the date of receipt thereof by the Principal Paying Agent or the Registrar, as the case may be, (in the case of paragraph (iii) and, in relation to the Issuer only, (iv), (v), (vi) and (vii) above, only if then permitted by applicable Spanish Law) to be forthwith due and payable, whereupon the same shall become immediately due and payable at its Early Redemption Amount (as described in General Condition (f)), together with accrued interest (if any) to the date of repayment.

For the purpose of General Conditions 9(v), (vi) and (vii) a report by the auditors for the time being of the Issuer or the Guarantor, as the case may be, as to whether any part of the undertaking, business or assets of the Issuer or the Guarantor is "substantial" shall, in the absence of manifest error, be conclusive.

***Noteholders may not be able to exercise their rights on an event of default in the event of the adoption of any resolution measure under Law 11/2015.***

The Spanish Insolvency Law provides: (i) that any claim not included in the company's accounts or otherwise reported to the insolvency administrators within one month from the last official publication of the court order declaring the insolvency may become subordinated, (ii) that provisions in certain contracts granting one party the right to terminate on the other's insolvency are not enforceable and (iii) for the further accrual of interest to be suspended from the date of declaration of insolvency (subject to certain exceptions).

### **Sustainable Notes**

In the case of any Notes where the "Reasons for the Offer" in paragraph 4 in Part B of the applicable Issue Terms are stated to be for "green", "social" or "sustainability" purposes or for the "maintenance of a Sustainable Portfolio" as described in the "Use of Proceeds" section (the "**Sustainable Notes Use of Proceeds Disclosure**"), no Event of Default shall occur or other claim against the Issuer or the Guarantor or right of a holder of, or obligation or liability of the Issuer or the Guarantor in respect of,

## **TERMS AND CONDITIONS OF THE NOTES**

such Sustainable Notes arise as a result of the net proceeds of such Sustainable Notes not being used, any report, assessment, opinion or certification not being obtained or published, or any other step or action not being taken, in each case as set out and described in the Sustainable Notes Use of Proceeds Disclosure.

### **10. Prescription**

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiry of 10 years from the due date thereof and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, from the due date thereof. There shall not be included in any Coupon sheet issued on exchange of a Talon, any Coupon the claim for payment in respect of which would be void pursuant to this General Condition 10 or General Condition 5 above.

### **11. Replacement of Notes, Receipts, Coupons and Talons**

If any Note (including any Global Note), Receipt, Coupon or Talon is mutilated, defaced, stolen, destroyed or lost, it may be replaced at the specified office of the Principal Paying Agent or the Registrar, as the case may be, upon payment by the claimant of the costs incurred in connection therewith and on such terms as to evidence and indemnity, as the Issuer and the Principal Paying Agent or the Registrar may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued. Cancellation and replacement of Notes, Receipts, Coupons or Talons shall be subject to compliance with such procedures as may be required under any applicable law and subject to any applicable stock exchange requirements.

### **12. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes; *provided that*, if either outstanding Notes or additional Notes of any Series are treated by the Issuer as indebtedness for U.S. federal income tax purposes and are issued or offered by the Issuer to U.S. persons, and if such additional Notes are not fungible with the outstanding Notes of that Series for U.S. federal income tax purposes, the additional Notes will be issued with a CUSIP, ISIN or other identifying number separate from the applicable number for the outstanding Notes of the relevant Series.

### **13. Notices**

All notices regarding the Bearer Notes will be deemed to be validly given if published in one leading English language daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or any other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding Book-Entry Notes may be given by delivery to the Noteholders by registered mail to the addresses appearing in the relevant registries maintained by Iberclear or, as the case may be, the relevant Iberclear Member or by any other means which comply with Spanish law and the rules applicable to the giving of notices to investors and, if the Book-Entry Notes are listed on the AIAF Fixed Income Securities Market ("AIAF"), the rules of AIAF.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or admitted to trading by another relevant authority, such notice will be published in a manner which complies with the rules of that stock exchange or relevant authority.

Until such time as any definitive Notes are issued, notice may be given (so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC (instead of by way of publication in a newspaper or mailing)) by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC for communication by

## **TERMS AND CONDITIONS OF THE NOTES**

them to the holders of the Notes, except that for so long as any Notes are listed on a stock exchange or admitted to listing by another relevant authority, such notice will be also published in a manner which complies with the rules of that stock exchange or relevant authority by the Issuer. Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or DTC.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg and/or DTC, may approve for this purpose.

### **14. Meetings of Noteholders, Modification and Waiver**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of the Notes, the Receipts, the Coupons or any provisions of the Agency Agreement. Such a meeting may and, if required in writing by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding, shall be convened by the Issuer. At a meeting of the holders of the Notes for the purpose of, amongst others, approving a modification or amendment to, or obtaining a waiver of any covenant or condition set forth in the Notes, the Receipts, the Coupons or the Agency Agreement, persons entitled to vote a majority in aggregate nominal amount of the Notes at the time outstanding shall constitute a quorum. In the absence of a quorum at any such meeting that is not a meeting convened upon the requisition of Noteholders, within 30 minutes of the time appointed for such meeting, the meeting may be adjourned for a period of not less than 14 days, in the absence of a quorum any meeting that is convened on the requisition of Noteholders shall be dissolved; the persons entitled to vote a majority in aggregate nominal amount of the Notes at the time outstanding shall constitute a quorum for the taking of any action set forth in the notice of the original meeting. At a meeting or an adjourned meeting duly convened and at which a quorum is present as aforesaid, any Extraordinary Resolution to, amongst others, modify or amend any of the Notes, the Receipts, the Coupons or any provisions of the Agency Agreement (other than those items specified in General Conditions 14(i) and (ii)), or to waive compliance with, any of the terms and conditions of the Notes shall be effectively passed if passed by a majority consisting of at least 75 per cent. of the votes cast.

The Principal Paying Agent, the Issuer and the Guarantor may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (i) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is not materially prejudicial to the interests of the Noteholders; or
- (ii) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or to cure, correct or supplement any defective provision or is made to correct a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer or the Guarantor are incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders, in accordance with General Condition 13 as soon as practicable thereafter.

### **15. Agents and Registrar**

The names of the initial Agents and their initial specified offices are set out below.

The Issuer and the Guarantor are entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (i) there will at all times be a Principal Paying Agent and a Registrar;
- (ii) so long as the Notes are listed on any stock exchange or admitted to listing by any relevant authority, there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be

## TERMS AND CONDITIONS OF THE NOTES

- required by the rules and regulations of such other stock exchange or other relevant authority; and
- (iii) so long as any of the Registered Global Notes payable in a Specified Notes Currency other than US dollars are held through DTC or its nominee, there will at all times be an Exchange Agent.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in General Condition 5(a). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 or more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with General Condition 13, provided that no such variation, termination, appointment or changes shall take effect (except in the case of insolvency) within 7 days before any due date for the payment of any Note or any related Receipt or Coupon. Notice of all changes in the identities or specified offices of any Agent will be given promptly by the Issuer to Noteholders in accordance with General Condition 13.

In acting under the Agency Agreement, the Agents will act solely as agents of each of the Issuer and Guarantor (if applicable) and do not assume any obligations or relationship of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except that (without affecting the obligations of the Issuer and the Guarantor (if applicable) to the Noteholders, Receiptholders and Couponholders, to repay Notes and pay interest thereon) funds received by the Principal Paying Agent for the payment of the principal of or interest on the Notes shall be held by it in trust for the Noteholders and/or Receiptholders or Couponholders until the expiration of the relevant period of prescription under General Condition 10. The Issuer will agree to perform and observe the obligations imposed upon it under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Paying Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to the Noteholders, Receiptholders or the Couponholders for any resulting profit.

All calculations, determinations, decisions, selections, elections and opinions made by the Calculation Agent shall be made in its discretion in accordance with the Conditions of the Notes, having regard in each case to any criteria stipulated therein, and shall (save in the case of manifest error) be final, conclusive and binding on the Issuer, the other Agents and the Noteholders.

In exercising its discretion as described above, the Calculation Agent may take into account such factors as it determines appropriate in each case, which may include, in particular, any circumstances or events which have or may have a material impact on the hedging arrangements (as described below) entered into by the Issuer and/or any of its Affiliates and/or any other relevant party (each a "**Relevant Party**") in respect of the Notes. The exercise of the Calculation Agent's discretion in respect of the Notes as provided herein is necessary because certain circumstances or events (for example a material modification or disruption to a relevant asset(s) to which the Notes are linked) may occur subsequent to the issuance of the Notes which may materially affect the costs to the Relevant Party of maintaining the Notes or any relevant hedging arrangements. Such circumstances or events may not have been reflected in the pricing of the Notes. In addition, as a result of certain circumstances or events (e.g. unavailability or disruption to any reference source) it may no longer be reasonably practicable or otherwise appropriate for certain valuations in respect of any relevant asset(s) to which the Notes are linked or otherwise in connection with the Notes to be made, thus making it necessary for the Calculation Agent to exercise its discretion in such a case.

### 16. Substitution

#### (a) Substitution of the Issuer

- (i) The Issuer may, without the consent of the Noteholders (and by subscribing any Notes, each Noteholder expressly consents to it), be replaced and substituted by the Guarantor or any other company of which 100 per cent. of the shares or other equity interests (as the case may be) carrying the right to vote are directly or indirectly owned by the Guarantor as principal debtor (in such capacity, the "**Substituted Debtor**") in respect of the Notes provided that:
- (A) a deed poll and such other documents (if any) shall be executed by the Substituted Debtor, the representative for the relevant Series of Notes in the applicable public deed of issuance (the "**Representative**"), the Issuer and (if the Substituted Debtor is not the Guarantor) the Guarantor as may be necessary to give full effect to the

## TERMS AND CONDITIONS OF THE NOTES

substitution (together the "Documents") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Noteholder to be bound by the "*Terms and Conditions of the Notes*" and the provisions of the Agency Agreement and the Deed of Covenant, as fully as if the Substituted Debtor had been named in the Notes, the Agency Agreement and the Deed of Covenant as the principal debtor in respect of the Notes in place of the Issuer (or any previous substitute) and (if the Substituted Debtor is not the Guarantor) pursuant to which the Guarantor shall unconditionally and irrevocably guarantee (the "**New Guarantee**") in favour of each Noteholder the payment of all sums payable by the Substituted Debtor, as such principal debtor on the same terms *mutatis mutandis* as the Guarantee;

- (B) without prejudice to the generality of General Condition 16(a)(i)(A), where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than Spain, the Documents shall contain a covenant by the Substituted Debtor and/or such other provisions as may be necessary to ensure that each Noteholder has the benefit of a covenant in terms corresponding to the provisions of General Condition 7 with the substitution for the references to Spain of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor to indemnify and hold harmless each Noteholder against all taxes or duties which arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such holder as a result of any substitution pursuant to this General Condition 16(a) and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, any and all taxes or duties which are imposed on any such Noteholder by any political subdivision or taxing authority of any country in which such Noteholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
- (C) the Documents shall contain a warranty and representation by the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor that the Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor have obtained all necessary governmental and regulatory approvals and consents for such substitution and (if the Substituted Debtor is not the Guarantor) for the giving by the Guarantor of the New Guarantee in respect of the obligations of the Substituted Debtor on the same terms *mutatis mutandis* as the Guarantee, that each of the Substituted Debtor and the Guarantor (if the Substituted Debtor is not the Guarantor) has obtained all necessary governmental and regulatory approvals and consents for the performance by each of the Substituted Debtor and the Guarantor (if the Substituted Debtor is not the Guarantor) of its obligations under the Documents and that all such approvals and consents are in full force and effect;
- (D) each stock exchange which has the Notes listed thereon shall have confirmed that following the proposed substitution of the Substituted Debtor the Notes would continue to be listed on such stock exchange;
- (E) the Issuer shall have delivered or procured the delivery to the Principal Paying Agent and the Registrar a copy of a legal opinion addressed to the Issuer, the Substituted Debtor and the Guarantor from a leading firm of lawyers in the country of incorporation of the Substituted Debtor, to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Debtor, such opinion(s) to be dated not more than seven days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the Registrar;
- (F) the Guarantor shall have delivered or procured the delivery to the Principal Paying Agent and the Registrar a copy of a legal opinion addressed to the Issuer, the Substituted Debtor and the Guarantor from a leading firm of Spanish lawyers acting for the Guarantor to the effect that in the case where the Substituted Debtor is not the

## TERMS AND CONDITIONS OF THE NOTES

Guarantor, the Documents (including the New Guarantee given by the Guarantor in respect of the Substituted Debtor) constitute legal, valid and binding obligations of the Guarantor, such opinion to be dated not more than seven days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the Registrar;

- (G) the Guarantor shall have delivered or procured the delivery to the Principal Paying Agent and the Registrar a copy of a legal opinion addressed to the Issuer, the Substituted Debtor and the Guarantor from a leading firm of English lawyers to the effect that the Documents (including the New Guarantee given by the Guarantor in respect of the Substituted Debtor) constitute legal, valid and binding obligations of the parties thereto under English law, such opinion to be dated not more than seven days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the Registrar;
  - (H) the Substituted Debtor shall have appointed a process agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Documents;
  - (I) there is no outstanding Event of Default in respect of the Notes;
  - (J) any credit rating assigned to the Notes will remain the same or be improved when the Substituted Debtor replaces and substitutes the Issuer in respect of the Notes; and
  - (K) the substitution complies with all applicable requirements established under the relevant laws applicable laws.
- (ii) Upon the execution of the Documents as referred to in General Condition 16(a)(i)(A) above, the Substituted Debtor shall be deemed to be named in the Notes as the principal debtor in place of the Issuer (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer (or such previous substitute as aforesaid) from all of its obligations in respect of the Notes.
  - (iii) The Documents shall be deposited with and held by the Principal Paying Agent and the Registrar for so long as any Note remains outstanding and for so long as any claim made against the Substituted Debtor or (if the Substituted Debtor is not the Guarantor) the Guarantor by any Noteholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and (if the Substituted Debtor is not the Guarantor) the Guarantor shall acknowledge in the Documents the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes or the Documents.
  - (iv) Not later than 15 London Business Days after the execution of the Documents, the Substituted Debtor shall give notice thereof to the Noteholders in accordance with General Condition 13.
- "London Business Day"** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

### (b) Substitution of the Guarantor

- (i) The Guarantor may, without the consent of the Noteholders (and by subscribing any Notes, each Noteholder expressly consents to it), be replaced and substituted by another company incorporated anywhere in the world as the guarantor (in such capacity, the "**Substituted Guarantor**") in respect of the Notes provided that:
  - (A) a deed poll and such other documents (if any) shall be executed by the Guarantor and the Substituted Guarantor as may be necessary to give full effect to the substitution (together the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substituted Guarantor shall undertake in favour of each Noteholder to be bound by the "**Terms and Conditions of the Notes**" and the provisions of the Agency Agreement, and the Guarantee as fully as if the Substituted

## TERMS AND CONDITIONS OF THE NOTES

Guarantor had been named in the Notes, the Agency Agreement and the Guarantee as the guarantor in respect of the Notes in place of the Guarantor (or any previous substitute) and pursuant to which the Substituted Guarantor shall unconditionally and irrevocable guarantee (the "New Guarantee") in favour of each Noteholder the payment of all sums payable by the Issuer as such principal debtor on the same terms mutatis mutandis as the Guarantee;

- (B) the Documents shall also contain a covenant by the Substituted Guarantor to indemnify and hold harmless each Noteholder against all liabilities, costs, charges and expenses provided that insofar as the liabilities, costs, charges and expenses are taxes or duties, the same arise by reason of a law or regulation having legal effect or being in reasonable contemplation thereof on the date such substitution becomes effective, which may be incurred or levied against such holder as a result of any substitution pursuant to this General Condition 16(b) and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Noteholder by any political sub-division or taxing authority of any country in which such Noteholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
- (C) the Documents shall contain a warranty and representation by the Substituted Guarantor that the Substituted Guarantor has obtained all necessary governmental and regulatory approvals and consents for such substitution and for the giving by the Substituted Guarantor of the New Guarantee, that the Substituted Guarantor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substituted Guarantor of its obligations under the Documents and that all such approvals and consents are in full force and effect;
- (D) each stock exchange which has the Notes listed thereon shall have confirmed that following the proposed substitution of the Substituted Guarantor such Notes would continue to be listed on such stock exchange;
- (E) the Guarantor shall have delivered or procured the delivery to the Principal Paying Agent and the Registrar of a copy of a legal opinion addressed to the Guarantor, the Issuer and the Substituted Debtor from a leading firm of lawyers in the country of incorporation of the Substituted Guarantor to the effect that the Documents constitute legal, valid and binding obligations of the Substituted Guarantor, such opinion to be dated not more than seven days prior to the date of substitution of the Substituted Guarantor for the Guarantor and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the Registrar;
- (F) the Substituted Guarantor shall have delivered or procured the delivery to the Principal Paying Agent and the Registrar of a copy of a legal opinion addressed to the Guarantor, the Issuer and the Substituted Debtor from a leading firm of English lawyers to the effect that the Documents (including the New Guarantee given by the Substituted Guarantor) constitute legal, valid and binding obligations of the parties thereto under English law, such opinion to be dated not more than seven days prior to the date of substitution of the Substituted Guarantor for the Guarantor and to be available for inspection by Noteholders at the specified offices of the Principal Paying Agent and the Registrar;
- (G) the Substituted Guarantor shall have appointed a process agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes or the Documents;
- (H) there is no outstanding Event of Default in respect of the Notes;
- (I) the Substituted Guarantor has ratings for long-term senior debt assigned by Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies Inc. or Moody's Investors Service, Inc. which are the same as or higher than the credit rating for long-term senior debt of the Guarantor or any previous Substituted Guarantor immediately prior to such substitution; and

## **TERMS AND CONDITIONS OF THE NOTES**

- (J) the substitution complies with all applicable requirements established under any applicable law.
- (ii) Upon the execution of the Documents as referred to in General Condition 16(b)(i)(A) above, the Substituted Guarantor shall be deemed to be named in the Notes as the guarantor in place of the Guarantor (or of any previous substitute under these provisions) and the Notes shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Guarantor (or such previous substitute as aforesaid) from all of its obligations in respect of the Notes and the Guarantees.
- (iii) The Documents shall be deposited with and held by the Principal Paying Agent and the Registrar for so long as any Note remains outstanding and for so long as any claim made against the Substituted Guarantor by any Noteholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Guarantor shall acknowledge in the Documents the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes or the Documents.
- (iv) Not later than 15 London Business Days after the execution of the Documents, the Substituted Guarantor shall give notice thereof to the Noteholders in accordance with General Condition 13.

### **17. Contracts (Rights of Third Parties) Act 1999**

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **18. Governing Law and Submission to Jurisdiction**

#### **(a) Governing Law**

- (i) The transfer of the Book Entry Notes (General Condition 1(e)), the status of the Book-Entry Notes and the status of the Guarantee in respect of them (General Condition 3), the capacity of the Guarantor, and the relevant Guarantor corporate resolutions, will be governed by Spanish law. The capacity of the Issuer and the relevant Issuer corporate resolutions will be governed by Dutch Law. Subject as provided above, the terms and conditions of the Book-Entry Notes, all related contractual documentation (other than the Deed of Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain) and any non-contractual obligations arising out of or in connection with the Book-Entry Notes and all related contractual documentation (other than the Deed of Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain) will be governed by, and shall be construed in accordance with, English law.
- (ii) The status of the Guarantee in respect of Certificated Notes (General Condition 3), the capacity of the Guarantor, and the relevant Guarantor corporate resolutions, will be governed by Spanish law. The Issue of the Certificated Notes, the capacity of the Issuer and the relevant Issuer corporate resolutions will be governed by Dutch Law. Subject as provided above, the terms and conditions of the Certificated Notes, all related contractual documentation (other than the Spanish Law Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain, and the New York Law Guarantee which will be governed by the laws of New York) and any non-contractual obligations arising out of or in connection with the Certificated Notes and all related contractual documentation (other than the Spanish Law Guarantee and Schedules 4 and 10 of the Agency Agreement which will be governed by the laws of Spain, and the New York Law Guarantee which will be governed by the laws of New York) will be governed by, and shall be construed in accordance with, English law.

#### **(b) Submission to Jurisdiction**

- (i) Subject to General Condition 18(b)(iii) of the "*Terms and Conditions of the Notes*" below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes and/or the Coupons (a "**Dispute**") and accordingly each of the Issuer and any

## **TERMS AND CONDITIONS OF THE NOTES**

Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

- (ii) For the purposes of this General Condition 18, the Issuer and any Noteholders, Receiptholders or Couponholders in relation to any Dispute waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (iii) This General Condition 18(b)(iii) is for the benefit of the Noteholders, Receiptholders and the Couponholders only. To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

### **(c) Appointment of Process Agent**

The Issuer irrevocably appoints the Guarantor at its registered office for the time being in England as its agent for service of process in any proceedings before the English courts in relation to any Proceedings and undertakes that, in the event of the Guarantor being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Proceedings. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

### ANNEX 1

#### ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

If specified as applicable in the Issue Terms, the terms and conditions applicable to payouts shall comprise the General Conditions and the additional terms and conditions for payouts set out below (the "Payout Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between (i) the General Conditions and/or any other Annex and (ii) the Payout Conditions, the Payout Conditions shall prevail.

##### 1 **Structured Notes**

###### (a) **Use of Payout Conditions**

These Payout Conditions set out the methodology for determining various payouts and product features in respect of the Notes. The applicable text shown in Payout Conditions 2, 3, 4 and 5 below will be extracted, included and completed at the paragraph indicated in the Issue Terms on the basis that (i) applicable text (including, where appropriate, section headings and terms defined in Payout Condition 5 which are required to be completed) from the relevant Payout Condition will be set out at the paragraph indicated in the Issue Terms and (ii) inapplicable text (and any terms defined in Payout Condition 5 which are not required to be completed) need not be included. Where the Issue Terms specify that a table may be inserted, such table will set out amounts, entities, dates, items, rates, value levels, triggers, figures and other information which completes the definitions that appear in the relevant subparagraphs of the Issue Terms, the Terms and Conditions of the Notes and the applicable Annex(es) to the Terms and Conditions of the Notes. Notwithstanding the above, a table may be inserted in any section of the Issue Terms whether or not is so specified that a table may be inserted in such section of the Issue Terms.

###### (b) **Use of Terms**

Terms in these Payout Conditions or in the Issue Terms may be attributed a numerical or letter suffix value when included in the Issue Terms. Without limitation, the suffix can be denoted as "j", "k", "m", "q", "n", "t", "i", "A", "B", "C" or "1", "2", "3" etc. and the term may be completed on the basis of the number or numbers represented by j, k, m, q, n, t, i, "A", "B", "C" or 1, 2, 3 etc. as chosen at the time of an issue of Notes. Moreover suffixes may be placed in series as necessary, such as "A(1)", "B(1)", "C(1)" etc. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Issue Terms, the applicable suffixes may be included, completed and the relation between the term and the suffix will be explained and may be presented as a table, if necessary, in the Issue Terms. A term in Payout Condition 5 may be included in the applicable Issue Terms section more than once if there is more than one number represented by the term n, t or i. Conjunctions (e.g. or, and, but) and punctuation may also be included where appropriate. Suffixes may denote that a relevant term relates to an asset, item or date associated with that suffix. Suffixes may also be applied to payouts to denote that more than one payout or Rate of Interest etc, may be concurrently applicable (on the same dates or otherwise) in respect of any Note.

The constituent parts of any formula(e) or term(s) used in these Payout Conditions and that are to be specified in the Issue Terms may be replaced in the Issue Terms by the prescribed amount, level, or percentage or other value or term (the "Variable Data"). If a Variable Data has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant formula(e), then the related formula(e) may be simplified, for the purpose of improving the reading and intelligibility in the formula(e) in Issue Terms, by deleting such Variable Data.

###### (c) **Note Types**

The Issue Terms will specify the Interest Basis applicable in respect of a Note. Such Notes are, where the Interest Basis is: Index Linked Interest, an "**Index Linked Interest Note**"; Equity Linked Interest, an "**Equity Linked Interest Note**"; Inflation Linked Interest, an "**Inflation Linked Interest Note**"; Reference Item Rate Linked Interest, a "**Reference Item Rate Linked Interest Note**"; ETF Linked Interest a "**ETF Linked Interest Note**"; Fund Linked Interest, a "**Fund Linked Interest Note**"; Credit Linked Interest, a "**Credit Linked Interest Note**" or "**Credit Linked Note**"; Foreign Exchange (FX) Rate Linked Interest, a "**Foreign Exchange (FX) Rate Linked Interest Note**" or where a combination of any two or more Interest Bases, a "**Combination Interest Note**" (each, a "**Reference Item Linked Interest Note**").

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

The Issue Terms will specify the Redemption Basis applicable in respect of a Note. Such Notes are, where the Redemption Basis is: Index Linked Redemption; an "**Index Linked Redemption Note**"; Equity Linked Redemption, an "**Equity Linked Redemption Note**"; ETF Linked Redemption, a "**ETF Linked Redemption Note**" Fund Linked Redemption; a "**Fund Linked Redemption Note**"; Inflation Linked Redemption, an "**Inflation Linked Redemption Note**"; Reference Item Rate Linked Redemption, a "**Reference Item Rate Linked Redemption Note**"; Foreign Exchange (FX) Rate Linked Redemption, a "**Foreign Exchange (FX) Rate Linked Redemption Note**"; Credit Linked Redemption, a "**Credit Linked Redemption Note**"; or "**Credit Linked Note**", or where a combination of any two or more Redemption Bases, a "**Combination Redemption Note**" (each, a "**Reference Item Linked Redemption Note**").

### 2. Interest Rates Payout Formula(e) and Final Payout Formula(e) for Structured Notes

#### 2.1 Interest Rate Payout Formula(e)

(*For insertion and completion into Paragraph 16(ix) (Rate of Interest) in the Issue Terms. Note: where a Rate of Interest is a fixed or floating rate, paragraph 17 or 18 as applicable, in the Issue Terms should be completed.*)

- (i) **"Rate of Interest (i)"**  
Coupon Value (i) \* Leverage (i)
- (ii) **"Rate of Interest (ii)"**  
Rate (i)
- (iii) **"Rate of Interest (iii)"**  
Leverage (i) \* Rate (i) + Spread (i)
- (iv) **"Rate of Interest (iv)"**  
Leverage (i) \* Reference Spread (i) + Spread (i)
- (v) **"Rate of Interest (v)"**  
Previous Interest (i) + Spread (i)
- (vi) **"Rate of Interest (vi)"**  
Previous Interest (i) + Leverage (i) \* Reference Item Rate (i) + Spread (i)
- (vii) **"Rate of Interest (vii)"**  
Leverage (i) \* Coupon Value (i) + Spread (i)
- (viii) **"Rate of Interest (viii) - Call"**  
*(Insert the following if no cap or floor is applicable)*  
Leverage \* (Coupon Value (i) – Strike Percentage)  
*(Insert the following if a floor is applicable)*  
Max [Floor Percentage; Leverage \* (Coupon Value (i) – Strike Percentage)]  
*(Insert the following if a cap is applicable)*  
Min [Cap Percentage; Leverage \* (Coupon Value (i) – Strike Percentage)]  
*(Insert the following if a cap and a floor is applicable)*  
Min [Cap Percentage; Max [Floor Percentage; Leverage \* (Coupon Value (i) – Strike Percentage)]]
- (ix) **"Rate of Interest (ix) – Put"**  
*(Insert the following if no cap or floor is applicable)*  
Leverage \* (Strike Percentage - Coupon Value (i))  
*(Insert the following if a floor is applicable)*  
Max [Floor Percentage; Leverage \* (Strike Percentage – Coupon Value (i))]

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

(Insert the following if a cap is applicable)

Min [Cap Percentage; Leverage \* (Strike Percentage - Coupon Value (i))]]

(Insert the following if a cap and a floor are applicable)

Min [Cap Percentage; Max [Floor Percentage; Leverage \* (Strike Percentage - Coupon Value (i))]]]

(x) **"Rate of Interest (x) - Range Accrual"**

(insert the following where interest accrual is calculated based on the number of days on which the Range Accrual Coupon Condition or Range Accrual Countdown Condition is satisfied)

(insert the following if leverage and/or spread is applicable)

Leverage (i) \* (Rate (i) + Spread (i)) \*  $n/N$

(insert the following if no leverage and/or spread is applicable)

Rate (i) \* n/N

(insert the following where interest accrual is calculated based on the number of days on which the Range Accrual Coupon Condition or Range Accrual Countdown Condition is satisfied but subtracting the number of days on which the Range Accrual Condition is not satisfied)

Leverage (i) \* (Rate (i) + Spread (i)) \* Max[0; (2n - N)/N]

(xi) **"Rate of Interest (xi) - Call Participation"**

(A) If Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

[Coupon Value (i) \* Leverage] [Min [Cap Percentage; Coupon Value (i) \* Leverage]] [Max [Floor Percentage; Coupon Value (i) \* Leverage]] [Max [Floor Percentage; Min [Cap Percentage; Coupon Value (i) \* Leverage]]]; or

(B) Otherwise,

Zero.

(xii) **"Rate of Interest (xii) - Digital One Barrier"**

(A) If Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

[Constant Percentage]; or

(B) Otherwise:

[zero]

(xiii) **"Rate of Interest (xiii) - Digital One Barrier Standard"**

(A) If Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]

[Constant Percentage[1]] [select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); or

(B) Otherwise:

[zero][Constant Percentage [2]] [select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph B may be different from the Interest Rate Payout Formula for paragraph A].

(xiv) **"Rate of Interest (xiv) - Strike Podium n Barriers"**

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (A) If Coupon Barrier Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]
 

[Constant Percentage 1][select and insert the Interest Rate Payout formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive)]; or
  - (B) If Coupon Barrier Condition [2] is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period] and Coupon Barrier Condition [1] is not satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][and was not satisfied in any previous Interest Period]:
 

[Constant Percentage 2] [select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph B may be different from the Interest Rate Payout Formula for paragraph A]; or
  - (C) Otherwise:
 

zero] [Constant Percentage 3] [select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph C may be different from the Interest Rate Payout Formulae for A and B respectively].

*(The above provisions of paragraph B may be duplicated in case more than two Coupon Barrier Conditions apply)*
- (xv) **"Rate of Interest (xv) - Partial Memory"**
- (A) If Barrier Count Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:
 

Rate (i) + SumRate (i) \* Leverage (i); or
  - (B) Otherwise, zero.
- (xvi) **"Rate of Interest (xvi) - Memory"**
- (A) If Barrier Count Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:
 

Rate(i) + SumRate(i); or
  - (B) Otherwise, zero.
- (xvii) **"Rate of Interest (xvii) - Call with Individual Caps"**
- $$\begin{aligned} & \text{Max} \left[ \text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i, k)]] - \text{StrikePercentage}(i)) \right] \\ & + \text{ConstantPercentage}(i) \end{aligned}$$
- (xviii) **"Rate of Interest (xviii) - Cappuccino"**
- $$\begin{aligned} & \text{Max} \left[ \text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{CappuccinoBarrierValue}(i, k)]) - \text{StrikePercentage}(i) \right] \\ & + \text{ConstantPercentage}(i) \end{aligned}$$
- (xix) **"Rate of Interest (xix) - Best Replace"**
- (Insert the following if local floor is applicable)*
- $$\begin{aligned} & \text{Max} \left[ \text{MinCoupon}(i); \sum_{k=1}^K (\text{RIWeighting}(k) * \text{Max}[\text{FloorPercentage}(i); \text{ModifiedValue}(i, k)]) - \text{StrikePercentage}(i) \right] \end{aligned}$$
- (Insert the following if local floor is not applicable)*

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- $$Max \left[ MinCoupon(i); \sum_{k=1}^K (RIWeighting(k) * (ModifiedValue(i, k) - StrikePercentage(i))) \right]$$
- (xx) **"Rate of Interest (xx) - Cliquet"**
- $$Max \left[ \sum_{i=1}^T (Max [FloorPercentage(i); Min[CapPercentage(i); CouponValue(i)]] - StrikePercentage, FloorPercentage1) \right]$$
- (xxi) **"Rate of Interest (xxi) - Cliquet Digital"**
- (A) If Cliquet Digital Performance is greater than Constant Percentage 1:  
Cliquet Digital Performance; or
  - (B) If Cliquet Digital Performance is greater than or equal to Constant Percentage 2 and is less than or equal to Constant Percentage 1:  
Constant Percentage 1; or
  - (C) If Cliquet Digital Performance is less than Constant Percentage 2:  
Constant Percentage 2.
- (xxii) **"Rate of Interest (xxii) - Cliquet Digital Lock in"**
- $$Max \left[ FloorLockin; \sum_{i=1}^T (Max [FloorPercentage(i); Min[CapPercentage(i); CouponValue(i)]] - StrikePercentage, FloorPercentage1) \right]$$
- (xxiii) **"Rate of Interest (xxiii) - Digital Coupon One Dual Condition"**
- (A) If Digital Coupon Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]:  
Rate A (i); or
  - (B) Otherwise:  
Rate B (i).
- (xxiv) **"Rate of Interest (xxiv) - Digital Coupon Two Dual Conditions"**
- (A) If Digital Coupon Condition 1 is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]:  
Rate A (i); or
  - (B) If Digital Coupon Condition 1 is not satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was not satisfied in any previous Interest Period], but Digital Coupon Condition 2 is satisfied in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]:  
Rate B (i); or
  - (C) Otherwise:  
Rate C (i).
- (xxv) **"Rate of Interest (xxv) – TARN"**
- (A) In respect of each Interest Period other than the Target Final Interest Period:  
*[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive)]*; and
  - (B) In respect of the Target Final Interest Period and provided that an Automatic Early Redemption Event has not occurred:  
Final Interest Rate.
- (xxvi) **"Rate of Interest (xxvi) – Ratchet"**

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

Min [Cap Percentage; Max [Previous Interest(i); Rate(i)]]

(xxvii) **"Rate of Interest (xxvii) – Multiplier"**

*(insert the following if a cap is applicable)*

Min [Cap Percentage; Max [Floor Percentage, Multiplier Number \* Constant Percentage]]

*(insert the following if a cap is not applicable)*

Max [Floor Percentage, Multiplier Number \* Constant Percentage 2]

(xxviii) **"Rate of Interest (xxviii) - Count Barrier Condition"**

(A) If, in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period], the Count Barrier Condition has been satisfied on [specify][or more][or less] Observation Dates in respect of such [ST Coupon Valuation Date][ST Coupon Valuation Period]:

[Constant Percentage [1] *[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive)]*; or

(B) Otherwise:

[zero][Constant Percentage [2]][*select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (B) may be different from the Interest Rate Payout Formula for paragraph (A)]*]

(xxix) **"Rate of Interest (xxix) - Podium"**

Rate(n)

(xxx) **"Rate of Interest (xxx) - Compensation"**

(A) If, in respect of the [ST Coupon Valuation Date][ST Coupon Valuation Period] falling on i=[specify [and i=[specify]], the Calculation Agent determines that the sum of the Rate of Interest "(specify name of the applicable Rate of Interest)" above for such [ST Coupon Valuation Date][ST Coupon Valuation Period] [and the [specify] preceding [ST Coupon Valuation Dates][ST Coupon Valuation Periods]] is [zero][specify percentage] then for each such [ST Coupon Valuation Date][ST Coupon Valuation Period] the Rate of Interest shall be:

[Constant Percentage [1] *[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive)]*; or

(B) Otherwise, for each such [ST Coupon Valuation Date][ST Coupon Valuation Period] the Rate of Interest shall be:

[zero][Constant Percentage [2]][*select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph B may be different from the Interest Rate Payout Formula for paragraph A]*]

(xxxi) **"Rate of Interest (xxxi) - Dual Currency Digital Coupon"**

(A) If the Coupon Barrier Condition is satisfied in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period][or was satisfied in any previous Interest Period]

[Constant Percentage[1]] *[select and insert the Interest Rate Payout Formula from any one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive)]*; or

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

(B) Otherwise:

[zero][Constant Percentage [2]] [select and insert the Interest Rate Payout Formula from one of "Rate of Interest (i)" to "Rate of Interest (x) - Range Accrual" (inclusive); for the avoidance of doubt the selected Interest Rate Payout Formula for this paragraph (B) may be different from the Interest Rate Payout Formula for paragraph (A)] [and the Settlement Exchange Rate Provisions] [and the SER Intermediate Currency Requirements] shall apply with respect to the payment of the corresponding Interest Amount].

**(xxxii) "Rate of Interest (xxxii) - Partial Consolidation"**

(A) If Coupon Barrier Condition is satisfied for the first time in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

Rate (i); or

(B) If Coupon Barrier Condition was satisfied in any previous Interest Period:

Leverage \* Rate (i); or

(C) Otherwise:

[zero][Constant Percentage]

**(xxxiii) "Rate of Interest (xxxiii) - Ulises"**

(A) If Coupon Barrier Condition is satisfied for the first time in respect of a [ST Coupon Valuation Date]:

Rate (i) \* n; or

(B) If Coupon Barrier Condition was satisfied in any previous Interest Period:

Leverage \* Rate (i); or

(C) Otherwise:

[zero][Constant Percentage]

**(xxxiv) "Rate of Interest (xxxiv) – Leonidas Range Accrual"**

[Min [Max [Floor Percentage(i), Leonidas Coupon (i),], Cap Percentage(i)]]

**(xxxv) "Rate of Interest (xxxv) – Leonidas"**

[Min [Max [Floor Percentage(i), Leonidas Rate (i),], Cap Percentage(i)]]

**(xxxvi) "Rate of Interest (xxxvi) – Branch"**

(insert if a cap is applicable )

Min [Max [BranchA(i), Branch B(i)]; Cap Percentage(i)]

(insert if a floor is applicable)

Max [Min [BranchA(i),Branch B(i)]; Floor Percentage(i)]

**(xxxvii) "Rate of Interest (xxxvii) – Multiple Reverse"**

[Min [Max [Floor Percentage(i). Constant Percent(i) - Leverage (i) \*(Highest Basket Closing Value(i) - Lowest Basket Closing Value(i)), Cap Percentage(i)]]

**(xxxviii) "Rate of Interest (xxxviii) – Growth & Income"**

(A) In respect of each Interest Period other than the Final Interest Period:

a. If Coupon Barrier Condition is satisfied in respect of a ST Coupon Valuation Date:

Constant Percentage; or

b. Otherwise:

zero

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (B) In respect of the Final Interest Period only:  
Max [0%; Performance – Previous Coupon Percentage]

### 2.2 Final Payouts Formula(e)

For insertion and completion into Paragraph 30 (*Final Payout*) in the Issue Terms:

- (i) **"Redemption (i)"**  
Constant Percentage + FR Value
- (ii) **"Redemption (ii) – Call"**  
*(Insert the following if no cap or floor is applicable)*  
Constant Percentage + Leverage \* (FR Value – Strike Percentage)  
*(Insert the following if a floor is applicable)*  
Constant Percentage + Leverage \* Max [Floor Percentage; (FR Value - Strike Percentage)]  
*(Insert the following if a cap is applicable)*  
Constant Percentage + Leverage \* Min [Cap Percentage; (FR Value – Strike Percentage)]  
*(Insert the following if a cap and a floor are applicable)*  
Constant Percentage + Leverage \* Min [Cap Percentage; Max [Floor Percentage; (FR Value – Strike Percentage)]]  
*(Insert if a call and a put are applicable)*  
Constant Percentage + (Leverage 1 \* (Min [Cap Percentage 1; Max [Floor Percentage 1; Leverage 2 \* FR Value - Strike Percentage 1]])) + (Leverage 3 \* (Min [Cap Percentage 2; Max [Floor Percentage 2; Strike Percentage 2 – Leverage 4 \* FR Value]]))
- (iii) **"Redemption (iii) – Put"**  
*(Insert the following if no cap or floor is applicable)*  
Constant Percentage + Leverage \* (Strike Percentage – FR Value)  
*(Insert the following if a floor is applicable)*  
Constant Percentage + Leverage \* Max [Floor Percentage; (Strike Percentage – FR Value)]  
*(Insert the following if a cap is applicable)*  
Constant Percentage + Leverage \* Min [Cap Percentage; (Strike Percentage – FR Value)]  
*(Insert the following if a cap and a floor are applicable)*  
Constant Percentage + Leverage \* Min [Cap Percentage; Max [Floor Percentage; (Strike Percentage – FR Value)]]
- (iv) **"Redemption (iv) - Digital"**
- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:  
[Constant Percentage 1][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or
- (B) Otherwise:  
[Constant Percentage 2][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph B may be different from the Final Payout Formula for paragraph A][no Final Redemption Amount will be payable and Physical Delivery will apply].

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

- (v)     **"Redemption (v) - Digital with Knock-in"**
- (A)     If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:
- [Constant Percentage 1][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or
- (B)     Otherwise:
- [Constant Percentage 2][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected final payout formula for this paragraph B may be different from the final payout formula for paragraph A][no Final Redemption Amount will be payable and Physical Delivery will apply].
- (vi)    **"Redemption (vi) - Strike Podium n Conditions"**
- (A)     If the Final Redemption Condition [1] is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:
- [Constant Percentage 1][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or
- (B)     If the Final Redemption Condition [2] is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and Final Redemption Condition [1] is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period][[and [no][a] Knock-in Event has occurred]:
- [Constant Percentage 2][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph B may be different from the Final Payout Formula for paragraph A][no Final Redemption Amount will be payable and Physical Delivery will apply]; or
- (C)     Otherwise:
- [Constant Percentage 3][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph C may be different from the Final Payout Formula for any of the preceding paragraphs][no Final Redemption Amount will be payable and Physical Delivery will apply].
- (The above provisions of B may be duplicated in case more than two Final Redemption Conditions apply)*
- (vii)   **"Redemption (vii) – Knock-in"**
- (A)     If no Knock-in Event has occurred:
- 100 per cent; or
- (B)     If a Knock-in Event has occurred:
- [FR Value] [no Final Redemption Amount will be payable and Physical Delivery will apply].
- (viii)   **"Redemption (viii) – Knock-in Standard"**
- (A)     If no Knock-in Event has occurred:

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

[Constant Percentage 1][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)] [no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (B) If a Knock-in Event has occurred:

[Min [Constant Percentage 2; FR Value]][Constant Percentage 2] [Max [Floor Percentage; 100 per cent. - Leverage \* Max [0 per cent; Strike Percentage + Leverage 2 \* FR Value]]] [select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)][no Final Redemption Amount will be payable and Physical Delivery will apply].

- (ix) **"Redemption (ix) - Knock-in Put Leverage"**

- (A) If no Knock-in Event has occurred:

100 per cent.; or

- (B) If a Knock-in Event has occurred:

[Max [Floor Percentage; Constant Percentage Leverage \* (Strike Percentage – FR Value)]] [no Final Redemption Amount will be payable and Physical Delivery will apply]

- (x) **"Redemption (x) – Barrier and Knock-in Standard"**

- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:

[100 per cent. + FR Additional Rate][select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:

[Constant Percentage 1][select and insert the Final Payout Formula from any one of "Redemption (i) to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)][no Final Redemption Amount will be payable and Physical Delivery will apply]; or

- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:

[Min [Constant Percentage 2; FR Value]][Constant Percentage 2] [Max [Floor Percentage; 100 per cent. - Leverage \* Max [0 per cent; Strike Percentage + Leverage 2 \* FR Value]]] [select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph (C) may be different from the Final Payout Formula for any of the preceding paragraphs][no Final Redemption Amount will be payable and Physical Delivery will apply].

- (xi) **"Redemption (xi) – Barrier and Knock-in"**

- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:

[Constant Percentage 1]; or

- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

- [Constant Percentage 2]; or
- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:  
[FR Value][no Final Redemption Amount will be payable and Physical Delivery will apply].
- (xii) **"Redemption (xii) – Barrier and Knock-in Put Leverage"**
- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:  
[Constant Percentage 1]; or
- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:  
[Constant Percentage 2]; or
- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:  
[Max [Floor Percentage; Constant Percentage - Leverage \* (Strike Percentage – FR Value)]] [no Final Redemption Amount will be payable and Physical Delivery will apply]
- (xiii) **"Redemption (xiii) - Twin Win"**
- (Insert the following if a cap is not applicable)*
- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:  
Constant Percentage 1 + Max [Floor Percentage 1; Leverage 1 \* (FR Value - Strike Percentage 1)]; or
- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:  
Constant Percentage 2 + Max [Leverage 2 \* (Strike Percentage 2 - FR Value); Floor Percentage 2)]; or
- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:  
[Min [Constant Percentage 3; FR Value]][Constant Percentage 3]  
*[select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)]* [no Final Redemption Amount will be payable and Physical Delivery will apply].
- (Insert the following if a cap is applicable)*
- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period]:  
Constant Percentage 1 + Min [Cap Percentage 1; Max [Floor Percentage 1; Leverage 1 \* (FR Value - Strike Percentage 1)]]; or
- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and no Knock-in Event has occurred:

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- Constant Percentage 2 + Min [Cap Percentage 2; Max [Leverage 2 \* (Strike Percentage 2 - FR Value); Floor Percentage 2]]; or
- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period] and a Knock-in Event has occurred:
- [Min [Constant Percentage 3; FR Value]][Constant Percentage 3][*select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)*][no Final Redemption Amount will be payable and Physical Delivery will apply].
- (xiv) **"Redemption (xiv) - Himalaya"**
- $$ConstantPercentage1 + Leverage * \max \left[ \frac{1}{TotalM} * \sum_{i=1}^M \max[BestLockValue(i) - StrikePercentage(i); LocalFloorPercentage(i)]; 0 \right]$$
- (xv) **"Redemption (xv) - Booster"**
- (A) If the Final Redemption Condition is satisfied in respect of a ST Redemption Valuation Date[in the][ST Redemption Valuation Period]:
- Constant Percentage 1 + Max [0 per cent; Booster Percentage \* (FR Value – Strike Percentage)]; or
- (B) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][in the][ST Redemption Valuation Period] and no Knock-in Event has occurred:
- Constant Percentage 2; or
- (C) If the Final Redemption Condition is not satisfied in respect of a [ST Redemption Valuation Date][in the] [ST Redemption Valuation Period] and a Knock-in Event has occurred:
- Min [Constant Percentage 3; FR Value] [no Final Redemption Amount will be payable and Physical Delivery will apply]
- (xvi) **"Redemption (xvi) - Bonus"**
- (A) If no Knock-in Event has occurred:
- Constant Percentage 1 + Max [Bonus Percentage; Leverage (FR Value – Strike Percentage)]; or
- (B) Otherwise:
- [FR Value][no Final Redemption Amount will be payable and Physical Delivery will apply]
- (xvii) **"Redemption (xvii) - Dual Currency Digital"**
- (A) If the Final Redemption Condition is satisfied in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period][and no Knock-in Event has occurred]:
- [Constant Percentage 1][*select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)*]; or
- (B) Otherwise:
- [Constant Percentage 2][*select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph B may be different from the Final Payout Formula for paragraph A) [and the Settlement Exchange Rate Provisions] [and the SER Intermediate Currency Requirements] shall apply with respect to the payment of the Final Redemption Amount[.] which, for the avoidance of doubt shall be an amount equal to [specify currency and amount] per Calculation Amount].*]

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

(xviii) **"Redemption (xviii) - Count Barrier Condition"**

- (A) If, in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period], the Count Barrier Condition has been satisfied on [specify][or more][or less] Observation Dates in respect of such [ST Redemption Valuation Date][ST Redemption Valuation Period],

[Constant Percentage [1] [*select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive)*][no Final Redemption Amount will be payable and Physical Delivery will apply]; ]; or

- (B) Otherwise:

[zero][Constant Percentage [[*select and insert the Final Payout Formula from any one of "Redemption (i)" to "Redemption (iii) – Put" (inclusive); for the avoidance of doubt the selected Final Payout Formula for this paragraph (B) may be different from the Final Payout Formula for paragraph (A)*][no Final Redemption Amount will be payable and Physical Delivery will apply]

*(The above provisions of (A) may be duplicated)*

(xix) **"Redemption (xix) Accumulation"**

$$\text{Max} \left[ \text{Constant Percentage} + \sum_{i=1}^T \text{Ladder Value}(i); \text{Floor Percentage} \right]$$

(xx) **"Redemption (xx) - Range Accrual"**

Max [100 per cent + [(Constant Percentage 1 \* (n/N)) – (Constant Percentage 2 \* ((N-n)/N))]; 0 per cent]

(xxi) **"Redemption (xxi) – Twin Win with Knock-out Event capital protected"**

- (A) If no Knock-in Event has occurred:

100 per cent + Max [0 per cent, Max [Leverage 1 \* (FR Value – Strike Percentage 1), Leverage 2 \* (Strike Percentage 2 – FR Value)]; or

- (B) Otherwise:

100 per cent.

(xxii) **"Redemption (xxii) – Twin Win with Knock-out Barriers capital at risk"**

- (A) If no Knock-in Event has occurred:

100 per cent + Max [0 per cent, Max [FR Value – Strike Percentage 1, Strike Percentage 2 – FR Value]]; or

- (B) If a Knock-out Event has occurred and Final Redemption Condition 1 is satisfied in respect of a ST Redemption Valuation Date:

100 per cent – Min [Cap Percentage; Max [0 per cent; FR Value – Strike Percentage 1]]; or

- (C) If a Knock-out Event has occurred, Final Redemption Condition 2 is satisfied in respect of a ST Redemption Valuation Date and Final Redemption Condition 1 is not satisfied in respect of a ST Redemption Valuation Date:

100 per cent – Min [Floor Percentage; Max [0 per cent; Strike Percentage 2 - FR Value]]; or

- (D) Otherwise:

100 per cent.

### 3. Automatic Early Redemption Amounts

If Automatic Early Redemption is specified as applicable in the Issue Terms and an Automatic Early Redemption Event occurs, then:

For insertion into Paragraph 31 (iii) (*Automatic Early Redemption Amount*):

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (i) If ST Automatic Early Redemption is specified in the Issue Terms, then any of the two following formula shall be inserted and completed in Automatic Early Redemption Amount:
- (A) Calculation Amount \* (AER Percentage + AER Additional Rate)
- (B) (i) If no Knock-in Event has occurred:  
Calculation Amount \* [Constant Percentage 1]; or  
(ii) If a Knock-in Event has occurred:  
Calculation Amount \* [Min [Constant Percentage 2; Leverage \* FR Value]
- (ii) If Target Automatic Early Redemption is specified in the Issue Terms, the following formula shall be inserted and completed in the Automatic Early Redemption Amount:
- Calculation Amount \* (100% + Final Interest Rate);

### 4. Entitlement Amounts for Physical Delivery

[For insertion into item 45(i) of the Final Terms or item 45(i) of the Pricing Supplement, as applicable (*Provisions applicable to Physical Delivery – Entitlement Amount*).]

(*Insert if one Reference Item is specified as Relevant Asset in item 45(ii)*)

Calculation Amount / (Constant Percentage \* Performing RI Strike Price \* FX)  
(*insert if more than one Reference Item is specified as Relevant Asset in item 45 (ii)*)

1/K \* Calculation Amount / (Constant Percentage \* Performing RI Strike Price \* FX)

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered (the "**Equity Element**") and in lieu thereof the Issuer will pay a residual amount (the "**Residual Amount**") equal to:

(Entitlement Amount – Equity Element) \* Physical Delivery Price \* FX

### 5. Definitions

#### 5.1 General Definitions

"**AER Additional Rate**" means, in respect of a [ST AER Valuation Date] or [ST AER Valuation Period], [the AER Rate][AER Rate DCF][AER Rate MT][AER Value][AER Reference Item Rate].

"**AER Percentage**" means [*specify*] per cent.

"**AER Rate**" means [*specify rate*].

"**AER Rate DCF**" means a percentage calculated as the product of the AER Rate and the applicable Day Count Fraction.

"**AER Rate MT**" means the product of (a) [*specify rate*] and (b) the number of [Interest Periods][ST Valuation Dates][Automatic Early Redemption Valuation Dates] from the Issue Date to [and including][but excluding] the [Interest Period in which the relevant Automatic Early Redemption Valuation Date falls][the date of the relevant Automatic Early Redemption Valuation Date].

"**AER Reference Item Rate**" means [*specify floating rate*].

"**AER Value**" means in respect of a [ST Valuation Date][ST Valuation Period] and in respect of [each][of] Reference Item (k[=[*specify*]]) to (k[=[*specify*]])) [*specify value from Payout Condition 5.2*].

"**Barrier[1][2][3][4]**" means [*specify amount or percentage or number or rate of exchange*].

"**Barrier Percentage Strike Price**" means [*specify percentage*].

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

**"Barrier Value"** means, in respect of a [Observation Date][ST Valuation Date] [ST Valuation Period], [and in respect of [each][of] Reference Item (k[=specify]) to (k[=specify])], [specify defined term from Payout Condition 5.2]. (repeat as necessary)

**"Basket"** means: (a) if the relevant Reference Items are Indices, the Basket of Indices (as defined in the Index Linked Conditions) as specified in the Issue Terms; (b) if the relevant Reference Items are Shares, the Basket of Shares (as defined in the Equity Linked Conditions) as specified in the Issue Terms; (c) if the relevant Reference Item are Inflation Indices, a basket composed of each Inflation Index specified in the Issue Terms (d) if the relevant Reference Items are ETF Shares, the ETF Basket (as defined in the ETF Linked Conditions) (e) if the relevant Reference Item are Fund Shares, the Fund Basket (as defined in the Fund Linked Conditions) as specified in the Issue Terms; (f) if the relevant Reference Item are Subject Currencies, a basket composed of each Subject Currency specified in the Issue Terms; and (g) in the case of Reference Items which are Shares, ETFs and/or Indices, where applicable, a basket of Shares, ETFs and/or Indices, as specified in the applicable Issue Terms, in each case subject to Weightings.

**"Basket Ranking"** means, in respect of a ST Valuation Date, the ranking of each Basket by Basket Value from highest Basket Value to lowest Basket Value in respect of such ST Valuation Date.

**"Best Lock Value(i)"** means, in respect of a [ST Valuation Date] [or ST Valuation Period], the highest RI Value on such [ST Valuation Date] [ST Valuation Period] of the Reference Item(s) in Himalaya Basket(i).

**"Best Replace Percentage"** means [specify percentage].

**"Bonus Percentage"** means [specify percentage].

**"Booster Percentage"** means [specify percentage].

**"Branch A (i)"** means in respect of a ST Coupon Valuation Date:

[Leverage 1(i)\* Previous Interest(i)+Constant Percentage 1(i)+Basket Closing Value A(i)]

**"Branch B (i)"** means in respect of a ST Coupon Valuation Date:

[Leverage 2(i)\*Previous Interest(i)+Constant Percentage 2(i)+Basket Closing Value B(i)]

**"Cap Percentage[1][2]"** means [specify percentage].

**"Cappuccino Barrier Value"** means in respect of a Reference Item:

- (i) if in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period] the Cappuccino Barrier Condition is satisfied, Cap Percentage(i);
- (ii) otherwise, Coupon Barrier Value(i,k).

**"Cliquet Digital Performance"** means, in respect of a [ST Valuation Date][ST Valuation Period]:

$$\sum_{i=1}^t \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]]$$

**"Constant Percentage[1][2][3][4]"** means [specify percentage].

**"Coupon Barrier[1][2][3][4]"** means [specify amount or percentage or number or rate of exchange].

**"Coupon Barrier Value"** means, in respect of a [Observation Date][ST Coupon Valuation Date] [ST Coupon Valuation Period], [and in respect of [each][of] Reference Item (k[=specify]) to (k[=specify])], [specify defined term from Payout Condition 5.2]. (repeat as necessary)

**"Coupon Lock in"** means:

$$\text{Max} \left[ \sum_{i=1}^T \text{Max}[\text{FloorPercentage}(i); \text{Min}[\text{CapPercentage}(i); \text{CouponValue}(i)]] \right]$$

**"Coupon Value"** means, in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period] [and in respect of [each][of] Reference Item (k[=specify]) to (k[=specify])], [specify defined term from Payout Condition 5.2]

**"Current Interest Period"** means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**Final Coupon Rate**" means the Rate of Interest calculated in respect of the [Current Interest Period][Target Final Interest Period] (the "**Final Interest Period**")

"**Final Day Count Fraction**" means the Day Count Fraction applicable to the Final Interest Period.

"**Final Interest Rate**" means (*insert one of the following*)[*specify*][zero]

(*If capped and guaranteed:*) [the AER Percentage][Target Coupon Percentage] less Paid Coupon Percentage.]

(*If not capped or guaranteed:*) [the Final Coupon Rate multiplied by the Final Day Count Fraction.]

(*If capped only:*) [Min [Final Coupon Rate \* Final Day Count Fraction; [AER Percentage][Target Coupon Percentage] - Paid Coupon Percentage].]

(*If guaranteed only:*) [Max [Final Coupon Rate \* Final Day Count Fraction; [AER Percentage][Target Coupon Percentage] - Paid Coupon Percentage].]

"**Final Redemption Condition Level [1][2][3][4]**" means [*specify amount or percentage or number or rate of exchange*].

"**Final Redemption Value**" means, in respect of a [ST Valuation Date][ST Valuation Period] [and in respect of [each][of] Reference Item (k=[*specify*]) to (k=[*specify*]]) [*specify defined term from Payout Condition 5.2*].

"**Floor Lock in**" means Constant Percentage [1] multiplied by the integer number resulting from the quotient of the Coupon Lock in and Constant Percentage [1].

"**Floor Percentage [1][2]**" means [*specify percentage*].

"**FR Additional Rate**" means [FR Rate][FR MT up Rate][FR Rate DCF][FR Rate MT].

"**FR MT up Rate**" means:

(*insert if cap is applicable*)

[Min [Max [Floor Percentage; Leverage \* (FR Value - Strike Percentage)]; Cap Percentage] + Constant Percentage].

(*insert if cap is not applicable*)

[Max [Floor Percentage; Leverage \* (FR Value - Strike Percentage)] + Constant Percentage].

"**FR Rate**" means [*specify rate*].

"**FR Rate DCF**" means a percentage calculated as the product of the FR Rate and the applicable Day Count Fraction.

"**FR Rate MT**" means the product of (a) [*specify rate*] and (b) the number of [Interest Periods][ST Valuation Dates] from and including the Issue Date to [and including][but excluding] the [Interest Period in which the relevant ST Valuation Date falls][date of the relevant ST Valuation Date].

"**FR Value**" means, in respect of a [ST Valuation Date] [ST Valuation Period][and in respect of [each][of] Reference Item (k=[*specify*]) to (k=[*specify*]])], [*specify defined term from Payout Condition 5.2*].

"**FX**" is the relevant RI FX Level(i) on the relevant Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

"**Himalaya Basket(i)**" means, in respect of a ST Valuation Date(i), a Basket comprising each Reference Item in Himalaya Basket(i-1) but excluding the Reference Item in relation to Best Lock Value(i-1).

"**K**" means [*specify number*], being the total number of Reference Items in the Basket.

"**Knock-in Value**" in respect of a [ST Valuation Date] [ST Valuation Period] [and in respect of [each][of] Reference Item (k=[*specify*]) to (k=[*specify*]]) , [*specify defined term from Payout Condition 5.2*].

"**Knock-out Value**" in respect of a [ST Valuation Date] [ST Valuation Period] [and in respect of [each][of] Reference Item (k=[*specify*]) to (k=[*specify*]]) , [*specify defined term from Payout Condition 5.2*].

"**Ladder Percentage [1][2][3]**" means [*specify percentage*]

"**Ladder Value**" means in respect of an Observation Date:

(i) If, in respect of an Observation Date, Ladder Condition 1 is satisfied, Ladder Percentage 1

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (ii) If, in respect of an Observation Date, Ladder Condition 1 is not satisfied but Ladder Condition 2 is satisfied, Ladder Percentage 2
- (iii) Otherwise, Ladder Percentage 3

(the above provision (ii) may be deleted in case that only one Ladder Condition applies)

"**Leonidas Coupon (i-1)**" means in respect of a ST Coupon Valuation Date, the Leonidas Coupon (i) determined on the ST Coupon Valuation Date immediately preceding such ST Coupon Valuation Date or, in respect of the first ST Coupon Valuation Date, zero.

"**Leonidas Coupon(i)**" means in respect of a ST Coupon Valuation Date

(insert if Leonidas Coupon is determined considering the Previous Interest included in the rate calculated on the number of days on which the range accrual coupon condition is satisfied)

Leverage 1 \* Rate (i) + Spread(i) + [Leverage 2(i) \* Previous Interest (i) + Range-In Leverage(i) \* Rate (i) + Range-in Spread(i)]\* n/N + [Range-Out Leverage(i) \* Rate (i) + Range-Out Spread(i)]\* (N-n)/N

(insert if Leonidas Coupon is determined considering the previous Leonidas Coupon)

Leverage 1(i) \* Rate(i) + Spread(i) + [Leverage 2(i) \* Leonidas Coupon (i-1) + Range-In Leverage(i) \* Rate(i) + Range-In Spread(i)]\* n/N + [Range-Out Leverage(i) \* Rate (i) + Range-Out Spread(i)]\* (N-n)/N

(insert if Leonidas Coupon is determined considering Previous Interest regardless of the number of days on which the range accrual coupon condition is satisfied)

Leverage 1(i) \* Rate(i)+ Spread(i) + Leverage 2(i) \* Previous Interest + [Range-in Leverage \* Rate(i) + Range-in Spread]\* n/N + [Range-Out Leverage \* Rate (i) + Range-Out Spread]\* (N-n)/N

(insert if Leonidas Coupon is determined considering Previous Leonidas Coupon regardless of the number of days on which the range accrual coupon condition is satisfied)

Leverage 1(i) \* Rate(i) + Spread(i) + Leverage 2(i)\* Leonidas Coupon (i-1) + [ Range-in Leverage(i) \* Rate(i) + Range-in Spread(i)]\* n/N + [Range-Out Leverage(i) \* Rate (i) + Range-Out Spread(i)]\* (N-n)/N

"**Leonidas Rate(i)**" means in respect of a ST Coupon Valuation Date:

Leverage 1(i) \* Previous Interest (i) + ABS Value(i) + Spread (i)+ Slope Participation 1 (i)\* Slope 1 (i) + Slope Participation 2(i) \* Slope 2 (i)

"**Leverage [1][2][3][4]**" means [specify percentage].

"**Local Floor Percentage**" means [specify percentage].

"**Lower Coupon Barrier [1][2][3][4][n]**" means [specify percentage]

"**M**" means a series of ST Valuation Dates or ST Valuation Periods.

"**Max**" followed by a series of amounts inside brackets, means whichever is the greater of the amounts separated by a semi-colon inside those brackets.

"**Min**" followed by a series of amounts inside brackets, means whichever is the lesser of the amounts separated by a semi-colon inside those brackets.

"**Min Coupon**" means [specify percentage].

"**Modified Value(i,k)**" means:

- (i) if the Coupon Value(i,k) is one of the nfixed greatest value in the basket of the Reference Items, the Best Replace Percentage; and
- (ii) otherwise, Coupon Value(i,k).

"**Multiplier Level**" means [specify percentage].

"**Multiplier Number**" shall be the number of Observation Dates, in respect of a [ST Valuation Date][ST Valuation Period], that the Multiplier Condition is satisfied.

"**Multiplier Value**" means, in respect of a ST Valuation Date or ST Valuation Period, [specify defined term from Payout Condition 5.2].

"**n**" means:

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (a) in respect of "Rate of Interest (xxxiii) - Ulises", in respect of a ST Coupon Valuation Date, the number of ST Coupon Valuation Dates (in the period from the Issue Date to and including such ST Coupon Valuation Date);
- (b) in respect of "Rate of Interest (x) - Range Accrual", in respect of a ST Coupon Valuation Date, the number of Range Accrual Days in the relevant Range Period on which the [Range Accrual Coupon Condition][Range Accrual Countdown Condition][Basket Range Accrual Coupon Condition] is satisfied;
- (c) in respect of "Rate of Interest (xxxiv) - Leonidas Range Accrual", in respect of a ST Coupon Valuation Date, the number of Range Accrual Days in the relevant Range Period on which the Basket Range Accrual Coupon Condition is satisfied; and
- (d) in respect of "Redemption (xx) – Range Accrual", in respect of the ST Redemption Valuation Date, the number of Range Accrual Days in the Range Period on which the Range Accrual Final Redemption Condition is satisfied.

"N" means:

- (a) in respect of "Rate of Interest (x) Range Accrual", for each ST Coupon Valuation Date, the total number of Range Accrual Days in the relevant Range Period; and
- (b) In respect of "Redemption (xx) – Range Accrual", for ST Redemption Valuation Date, the total number of Range Accrual Days in the Range Period.

"nfixed" means [specify number].

**Observation Level [1][2]** means [specify amount or percentage or number or rate of exchange].

**Observation Value** means in respect of an Observation Date, [specify defined term from Payout Condition 5.2].

**Option FX**: If Option FX is specified as applicable in respect of any Interest Formula(e) in the Issue Terms, the RI FX Rate will be applied to the calculation of the relevant payout formula as further specified in the relevant Issue Terms.

**Paid Coupon Percentage** means, in respect of an Automatic Early Redemption Valuation Date or Target Determination Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case for such Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date).

**Physical Delivery Price** means, in respect of a ST Valuation Date, [and in respect of each Reference Item in the Basket] the RI Closing Value in respect of [such][the] the Reference Item [with the] [Worst Value][Best Value][Ranked Value][on such ST Valuation Date].

**Previous Coupon Percentage** means, in respect of the ST Coupon Valuation Date in respect of the Final Interest Period, the sum of all previous Rate of Interest calculated for each ST Coupon Valuation Date.

**Previous Interest** means, in respect of a ST Coupon Valuation Date, the Rate of Interest determined on the ST Coupon Valuation Date immediately preceding such ST Coupon Valuation Date or, in respect of the first ST Coupon Valuation Date, zero.

**RA Barrier [1][2][3][4]** means in respect of a Reference Item, [specify percentage].

**RA Barrier Value** means, [specify value from Payout Condition 5.2][in respect of an ST Coupon Valuation Date and a Reference Item, the [specify defined term from Payout Condition 5.2][the Reference Spread].]

**Range-In Leverage** means [specify percentage].

**Range-In Spread** means [specify percentage].

**Range-Out Leverage** means [specify percentage].

**Range-Out Spread** means [specify percentage].

**Ranked Weighting** means, in respect of a Reference Item, the percentage specified for the ordinal positioning of the Reference Item in the Ranking.

**Ranking** means, in respect of a ST Valuation Date, the ranking of each Reference Item by RI Value from highest RI Value to lowest RI Value in respect of such ST Valuation Date.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**Rate [A][B][C]**" means, in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period], [*specify fixed rate*][*specify floating rate determined on the basis set out in item 18 of the Final Terms* or item 18 of the Pricing Supplement, as applicable [Inflation Rate]].

"**Rate(n)**" (from n=1 to n=N) means in respect of "Rate of Interest (xxix) – Podium" on any ST Coupon Valuation Date, the rate specified in the Issue Terms and associated with the number of Reference Items (from n=1 to n=N) in the Basket for which the Podium Condition is satisfied on the relevant ST Coupon Valuation Date.

"**Redemption Barrier[1][2][3][4]**" means [*specify amount or percentage or number or rate of exchange*].

"**Redemption Barrier Value**" means in respect of a ST Redemption Valuation Date] [ST Redemption Valuation Period] [Observation Date][, [and in respect of [each][of] Reference Item (k[=[*specify*]]) to (k[=[*specify*]]]), [*specify defined term from Payout Condition 5.2*] (*repeat as necessary*)

"**Reference Item [1][2]....[N]**" means the asset or reference basis specified as such in the applicable Issue Terms.

"**Reference Item Rate**" means, in respect of a ST Valuation Date, or a ST Valuation Period, the relevant Rate of Interest determined pursuant to General Condition 4(b) and on the basis of item 27 and/or item 42 of the Final Terms or item 27 and/or item 42 of the Pricing Supplement, as applicable. For this purpose, references in Condition 4(b) to the applicable Rate of Interest being determined for each Interest Period shall be construed to be to such Rate of Interest being determined for the applicable ST Valuation Date or ST Valuation Period. The notification requirements set out in Condition 4(b)(viii) shall not apply where the Rate of Interest or Redemption Amount is determined by reference to a Reference Item Rate only.

"**Reference Spread [1][2]**" means Reference Item Rate [1][2] minus Reference Item Rate [1][2]. (*NB Complete Reference Item Rates 1 and 2 to reflect Screen Rate Determination or ISDA Determination for relevant CMS Rates. Repeat for further Reference Spread(s) as necessary*)

"**Slope 1**" means, in respect of a ST Coupon Valuation Date:

Max[0; Slope Percentage 1(i) + Basket Closing Value B]

"**Slope 2**" means, in respect of a ST Coupon Valuation Date:

Max[0; Slope Percentage 2(i) + Basket Closing Value C]

"**Slope Participation [1][2]**" means [*specify percentage*].

"**Slope Percentage [1][2]**" means [*specify percentage*].

"**Spread**" means [*specify percentage*].

"**Strike Percentage [1][2]**" means [*specify percentage*].

"**SumRate**" means, in respect of each ST Coupon Valuation Date, the sum of all previous rates for each ST Coupon Valuation Date since (but not including) the last occurring date on which the relevant Barrier Count Condition was satisfied (or if none the Issue Date).

"**T**" means: [*specify number*], being the total number of [ST Coupon Valuation Dates][Observation Dates] from and including the Issue Date to but excluding the Maturity Date as specified in the Issue Terms.

"**Target Coupon Percentage**" means [*specify percentage*].

"**Total M**" means: [*specify number*] being the total number of [ST Valuation Dates][ST Valuation Periods] for the Notes.

"**Upper Coupon Barrier [1][2][3]4[n]**" means [*specify percentage*].

"**Weighting**" means, in respect of a Reference Item, [*specify number, amount or percentage in relation to each Reference Item comprising the Basket*].

### 5.2 Value Definitions

"**ABS Value**" means in respect of a [ST Valuation Date][ST Valuation Period] the absolute value of [the] [Basket Closing Value [A]][Performance][Basket Performance][Worst Performance][Basket Value].

"**Accumulated Coupon**" means, in respect of a ST Valuation Date, the sum of the values calculated for each Interest Period including the Current Interest Period as [the product of (i)] [each Rate of Interest [and (ii) the Day Count Fraction]], in each case for such Interest Period.

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

**"Average Basket Value"** means, in respect of a ST Valuation Period, the arithmetic average of the Basket Values on each ST Valuation Date in such ST Valuation Period.

**"Average Best Value"** means, in respect of a ST Valuation Period, the arithmetic average of the Best Values on each ST Valuation Date in such ST Valuation Period.

**"Average Rainbow Value"** means, in respect of a ST Valuation Period, the arithmetic average of the Rainbow Values on each ST Valuation Date in such ST Valuation Period.

**"Average Worst Value"** means, in respect of a ST Valuation Period, the arithmetic average of the Worst Values on each ST Valuation Date in such ST Valuation Period.

**"Barrier Initial Price"** means a price equal to the product of (x) the RI Closing Value for a Reference Item on the [Strike Date][Initial Calculation Date] and (y) the Barrier Percentage Strike Price.

**"Barrier Initial Maximum Price"** means a price equal to the product of (x) the greatest RI Closing Value for a Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period] and (y) the Barrier Percentage Strike Price.

**"Barrier Initial Minimum Price"** means an amount equal to the product of (x) the lowest RI Closing Value for such Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period] and (y) the Barrier Percentage Strike Price.

**"Barrier Count Value"** means, in respect of a [ST Valuation Date][ST Valuation Period], the number of times the Count Barrier Condition has been satisfied, as determined by the Calculation Agent.

**"Barrier Initial Average Price"** means an amount equal to the product of (x) the arithmetic average of the RI Closing Values for a Reference Item on each [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period] and (y) the Barrier Percentage Strike Price.

**"Basket Closing Value"** means, in respect of a ST Valuation Date and in respect of Reference Item(s) [from (k=[specify]) to (k=[specify])], the sum of the values calculated for each Reference Item in the Basket as (a) the RI Closing Value for such Reference Item in respect of such ST Valuation Date multiplied by (b) the relevant Weighting.

**"Basket Performance"** means in respect of a ST Valuation Date and in respect of Reference Item(s) [from (k=[specify]) to (k=[specify])], (a) the Basket Value [A][B] in respect of such ST Valuation Date minus (b) 100 per cent.

**"Basket Value"** means, in respect of a ST Valuation Date and in respect of Reference Item(s) [from (k=[specify]) to (k=[specify])], the sum of the values calculated for each Reference Item in the Basket as (a) the [RI Value][RI Capped Value][RI Floored Value] for such Reference Item in respect of such ST Valuation Date multiplied by (b) the relevant Weighting.

**"Basket Intraday Value"** means, in respect of a ST Valuation Date [and any time at which a value for all the Reference Items in the Basket is calculated], the sum of the values calculated for each Reference Item in the Basket at such time as (a) the RI Intraday Value for such Reference Item is calculated in respect of such ST Valuation Date multiplied by (b) the relevant Weighting.

**"Best Intraday Value"** means, in respect of a ST Valuation Date, the RI Intraday Value for the Reference Item(s) with the highest or equal highest RI Intraday Value for any Reference Item in the Basket in respect of such ST Valuation Date.

**"Best Performance"** means, in respect of a ST Valuation Date, the Performance for the Reference Item(s) with the highest or equal highest Performance for any Reference Item in the Basket in respect of such ST Valuation Date.

**"Best Value"** means, in respect of a ST Valuation Date, the RI Value for the Reference Item(s) with the highest or equal highest RI Value for any Reference Item in the Basket in respect of such ST Valuation Date.

**"FX Average Level"** means the arithmetic average of the RI FX Levels for a Reference Item on each [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

**"FX Closing Level"** means the RI FX Level for a Reference Item on the [Strike Date][Initial Calculation Date].

**"FX Maximum Level"** means the greatest RI FX Level for a Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**FX Minimum Level**" means the lowest RI FX Level for a Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

"**FX Value**" means, in respect of a Reference Item and any day either: (i) the RI FX Level for such day divided by the RI FX Strike Level or (ii) the RI FX Strike Level divided by the RI FX Level for such day, as specified in the Issue Terms.

"**Highest Basket Closing Value**" means, in respect of a ST Coupon Valuation Period, the sum of the values calculated for each Reference Item in the Basket as (a) the Highest RI Closing Value for such Reference Item in respect of such ST Coupon Valuation Period multiplied by (b) the relevant Weighting.

"**Highest Basket Value**" means, in respect of a ST Valuation Period, the highest or equal highest Basket Value on any ST Valuation Date in such ST Valuation Period.

"**Highest Best Intraday Value**" means, in respect of a ST Valuation Period, the highest or equal highest Best Intraday Value on any ST Valuation Date in such ST Valuation Period.

"**Highest Best Value**" means, in respect of a ST Valuation Period, the highest or equal highest Best Value on any ST Valuation Date in such ST Valuation Period.

"**Highest Rainbow Value**" means, in respect of a ST Valuation Period, the highest or equal highest Rainbow Value on any ST Valuation Date in such ST Valuation Period.

"**Highest RI Closing Value**" means, in respect of a Reference Item and a ST Coupon Valuation Period, the highest or equal highest RI Closing Value for such Reference Item on any ST Coupon Valuation Date in such ST Coupon Valuation Period.

"**Highest RI Intraday Value**" means, in respect of a Reference Item and a ST Valuation Period, the highest or equal highest RI Intraday Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

"**Highest RI Value**" means, in respect of a Reference Item and a ST Valuation Period, the highest or equal highest RI Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

"**Highest Worst Value**" means, in respect of a ST Valuation Period, the highest or equal highest Worst Value on any ST Valuation Date in such ST Valuation Period.

"**Inflation Rate**" means, in respect of a [ST Valuation Date][ST Valuation Period][*specify defined term from Payout Condition 5.2 for a Reference Item which is an Inflation Index*].

"**Initial Average Price**" means for a Reference Item, the arithmetic average of the RI Closing Value for a Reference Item on each [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

"**Initial Closing Price**" means the RI Closing Value of a Reference Item on [the Strike Date][the Initial Calculation Date].

"**Initial Maximum Price**" means the highest RI Closing Value for a Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

"**Initial Minimum Price**" means the lowest RI Closing Value for a Reference Item on any [Strike Day in the Strike Period] [Initial Calculation Day in the Initial Calculation Period].

"**Intraday Level**" means, in respect of an Index and subject to the Index Linked Conditions, an amount equal to the level of such Index as determined by the Calculation Agent at any relevant time during the regular trading session hours of the relevant Exchanges, without regard to after hours or any other trading outside of the regular trading session hours, on the relevant ST Valuation Date [multiplied by the FX Value]

"**Intraday Price**" means, in respect of (i) a Share or an ETF Share or a Fund Share and subject to the Equity Linked Conditions or the ETF Linked Conditions or the Fund Linked Conditions, as applicable, an amount equal to the price of such Share or ETF Share or Fund Share quoted on the relevant Exchange as determined by the Calculation Agent at any relevant time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours, on the relevant ST Valuation Date [multiplied by the FX Value]; and (ii) a Subject Currency and subject to the Foreign Exchange (FX) Rate Conditions, a rate determined by reference to the definition of Settlement Price in the Foreign Exchange (FX) Conditions by the Calculation Agent and for such purpose the applicable Valuation Time shall be any relevant time on the relevant ST Valuation Date.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

**"Inverse Performance"** means, in respect of a Reference Item and a ST Valuation Date, (a) the RI Inverse Value in respect of such day minus (b) 100 per cent. [and multiplied by (c) the FX Value].

**"Lowest Basket Closing Value"** means, in respect of a ST Coupon Valuation Period, the sum of the values calculated for each Reference Item in the Basket as (a) the Lowest RI Closing Value for such Reference Item in respect of such ST Coupon Valuation Period multiplied by (b) the relevant Weighting.

**"Lowest Basket Value"** means, in respect of a ST Valuation Period, the lowest or equal lowest Basket Value on any ST Valuation Date in such ST Valuation Period.

**"Lowest Best Value"** means, in respect of a ST Valuation Period, the lowest or equal lowest Best Value on any ST Valuation Date in such ST Valuation Period.

**"Lowest Rainbow Value"** means, in respect of a ST Valuation Period, the lowest or equal lowest Rainbow Value on any ST Valuation Date in such ST Valuation Period.

**"Lowest RI Closing Value"** means, in respect of a Reference Item and a ST Coupon Valuation Period, the lowest or equal lowest RI Closing Value for such Reference Item on any ST Coupon Valuation Date in such Coupon Valuation Period.

**"Lowest RI Intraday Value"** means, in respect of a Reference Item and a ST Valuation Period, the lowest or equal lowest RI Intraday Value for such Reference Item on any ST Valuation Date in such ST Valuation Period.

**"Lowest RI Value"** means, in respect of a Reference Item and a ST Valuation Period, the lowest or equal lowest RI Value for such Reference Item for all the ST Valuation Dates in such ST Valuation Period.

**"Lowest Worst Intraday Value"** means, in respect of a ST Valuation Period, the lowest Worst Intraday Value on any ST Valuation Date in such ST Valuation Period.

**"Lowest Worst Value"** means, in respect of a ST Valuation Period, the lowest or equal lowest Worst Value on any ST Valuation Date in such ST Valuation Period.

**"Performance"** means, in respect of a Reference Item and a ST Valuation Date, (a) the RI Value for such Reference Item in respect of such day minus (b) 100 per cent. [, and multiplied by (c) the FX Value].

**"Performance Difference"** means in respect of a ST Valuation Date, [the Performance for Reference Item (k[=specify])] [Basket Performance [A]] in respect of such ST Valuation Date minus [the Performance for Reference Item (k[=specify])] [Basket Performance [B]] in respect of such ST Valuation Date.

**"Performing RI Strike Price"** means, in respect of a ST Valuation Date [and in respect of each Reference Item in the Basket], the RI Initial Value in respect of [such] [the] Reference Item [with the][Worst Value][Best Value][Ranked Value] [on such ST Valuation Date].

**"Rainbow Value"** means, in respect of a ST Valuation Date, the sum of the values calculated for each Reference Item in the Basket as (a) the RI Value for such Reference Item in respect of such ST Valuation Date multiplied by (b) the relevant Ranked Weighting.

**"Ranked Basket Value"** means, in respect of a ST Valuation Date, the Basket Value in respect of the Basket with the [first][second][specify] ordinal positioning in the Basket Ranking in respect of such ST Valuation Date.

**"Ranked Value"** means, in respect of a ST Valuation Date, the RI Value in respect of the Reference Item with the [first][second][specify] ordinal positioning in the Ranking in respect of such ST Valuation Date.

**"Restrike Performance"** means, in respect of a Reference Item and a ST Valuation Date (a) (i) the RI Closing Value for such Reference Item in respect of such day divided by (ii) the RI Closing Value for such Reference Item in respect of the immediately preceding ST Valuation Date or if none, the [Strike Date][Initial Calculation Date] (b) less 100 per cent. [, and multiplied by (c) the FX Value]

**"RI Average Value"** means, in respect of a Reference Item and a ST Valuation Date, [(a)] the arithmetic average of the RI Closing Value for such Reference Item in respect of each [set of] Averaging Date[s] specified in relation to such ST Valuation Date [multiplied by (b) the FX Value].

**"RI Closing Value"** means, in respect of a Reference Item and a ST Valuation Date:

- (i) if the relevant Reference Item is an Index, the Settlement Level (as defined in the Index Linked Conditions);
- (ii) if the relevant Reference Item is a Share, the Settlement Price (as defined in the Equity Linked Conditions);

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- (iii) if the relevant Reference Item is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions);
  - (iv) if the relevant Reference Item is an Exchange Traded Fund, the Settlement Price of the ETF Share (as defined in the ETF Linked Conditions);
  - (v) if the relevant Reference Item is a Fund, the NAV per Fund Share (as defined in the Fund Linked Conditions);
  - (vi) if the relevant Reference Item is a Subject Currency, the Settlement Price (as defined in the Foreign Exchange (FX) Rate Linked Conditions);
  - (vii) [if the relevant Reference Item is a rate of interest, the Reference Item Rate;] and/or
  - (viii) [if the relevant Reference Item is a Reference Spread, the Reference Spread,]
- in each case on such ST Valuation Date.

**"RI FX Level"** means, in respect of a ST Valuation Date, and for the purpose of converting an amount in respect of a Reference Item into the Specified Notes Currency, [the Settlement Exchange Rate on the RI FX Observation Date immediately following such ST Valuation Date.] [the FX rate determined as set out in item 26 in the Final Terms or item 26 of the Pricing Supplement, as applicable.][(*include relevant rate or page/service and, if applicable, observation time*)][(or any successor to such page or service)] or if it is not reasonably practicable to determine the RI FX Level from such source, the RI FX Level will be determined by the Calculation Agent as the rate it determines would have prevailed but for such impracticability, by reference to any such source(s) and/or any information that the Calculation Agent deems relevant as soon as reasonably practicable thereafter.]

**"RI FX Rate"** means (i) the RI FX Level, (ii) the FX Value or (iii) the number, as specified in the applicable Issue Terms

**"RI FX Strike Level"** means, in respect of a Reference Item, [*specify rate*][FX Closing Level][FX Maximum Level][FX Minimum Level][FX Average Level].

**"RI Growing Average Value"** means, in respect of a Reference Item and a ST Valuation Date, the arithmetic average of [(a)][i)] the RI Closing Value for such Reference Item in respect of each Averaging Date[s] specified in relation to such ST Valuation Date on which the RI Closing Value is [equal to or][higher than] the RI Closing Value in respect of the immediately preceding Averaging Date or if none, the RI Initial Value, divided by [ii] the relevant RI Initial Value [multiplied by (b) the FX Value].

**"RI Initial Value"** means, in respect of a Reference Item, [*specify price*] [Initial Closing Price] [Initial Maximum Price] [Initial Minimum Price][Initial Average Price] [Barrier Initial Price] [Barrier Initial Maximum Price] [Barrier Initial Minimum Price] [Barrier Initial Average Price].

**"RI Intraday Level"** means:

- (i) if the relevant Reference Item is an Index, the Intraday Level; or
- (ii) if the relevant Reference Item is a Share or an ETF Share or a Fund Share, the Intraday Price; or
- (iii) if the relevant Reference Item is a Subject Currency, the Intraday Price.

**"RI Intraday Value"** means, in respect of a Reference Item and a ST Valuation Date, [(a)] (i) the RI Intraday Level for such Reference Item in respect of such ST Valuation Date (ii) divided by the relevant RI Initial Value [multiplied by (b) FX Value].

**"RI Inverse Value"** means, in respect of a Reference Item and a ST Valuation Date, [(a)] (i) the RI Initial Value divided by (ii) the [RI Closing Value][RI Average Value] for such Reference Item in respect of such ST Valuation Date [multiplied by (b) the FX Value].

**"RI Restrike Value"** means, in respect of a Reference Item and a ST Valuation Date (a) the RI Closing Value for such Reference Item in respect of such ST Valuation Date divided by (b) the RI Closing Value for such Reference Item in respect of the immediately preceding ST Valuation Date or if none, the [Strike Date][Initial Calculation Date].

**"RI Value"** means, in respect of a Reference Item and a ST Valuation Date, [(a)] (i) the [RI Closing Value][RI Average Value] for such Reference Item in respect of such ST Valuation Date, divided by (ii) the relevant RI Initial Value [multiplied by (b) the FX Value][(expressed as a percentage)].

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**RI Capped Value**" means, in respect of a Reference Item and a ST Valuation Date, the lowest or equal lowest value between the RI Value for such Reference Item in respect of such ST Valuation Date and a Cap Percentage

"**RI Floored Value**" means, in respect of a Reference Item and a ST Valuation Date, the highest or equal highest value between the RI Value for such Reference Item in respect of such ST Valuation Date and a Floor Percentage

"**Value Difference**" means, in respect of a ST Valuation Date, [the RI Value for Reference Item (k[=specify])] [Basket Value [A]] in respect of such ST Valuation Date minus [the RI Value for Reference Item (k[=specify])] [Basket Value [B]] in respect of such ST Valuation Date.

"**Worst Intraday Value**" means, in respect of a ST Valuation Date, the RI Intraday Value for the Reference Item(s) with the lowest or equal lowest RI Intraday Value for any Reference Item in the Basket in respect of such ST Valuation Date.

"**Worst Inverse Value**" means, in respect of ST Valuation Date, the RI Inverse Value for the Reference Item(s) with the lowest or equal lowest RI Inverse Value for any Reference Item in the Basket in respect of such ST Valuation Date.

"**Worst Performance**" means, in respect of a ST Valuation Date, the Performance for the Reference Item(s) with the lowest or equal lowest Performance for any Reference Item in the Basket in respect of such ST Valuation Date.

"**Worst Value**" means, in respect of a ST Valuation Date, the RI Value for the Reference Item(s) with the lowest or equal lowest RI Value for any Reference Item in the Basket in respect of such ST Valuation Date.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

### 5.3 Dates and Periods

Payments of interest and principal on the Notes may be associated with ST Valuation Dates and/or ST Valuation Periods, as the case may be, as specified in the Issue Terms. For the avoidance of doubt, several set of dates may be used for the determination and calculation of a particular payout. If, as a result of application of any provision of these Conditions, the date on which any determination in respect of a payment or redemption is due to be made (including, without limitation, any Valuation Date) is postponed (the "**Postponed Date**") and would consequently fall on or after such relevant payment or redemption date (including, without limitation any Interest Payment Date or Automatic Early Redemption Date), the date for such payment or redemption shall be postponed to first Business Day immediately succeeding the Postponed Date. No additional interest or other amount shall be payable in respect of any such delay.

"**Calculation Date**" means [specify].

"**Coupon Valuation Date**" shall be the relevant date specified as such in the Issue Terms, as may be adjusted in accordance with the definition of 'Valuation Date' or "Fund Valuation Date".

"**Final Calculation Date**" means [specify].

"**Final Interest Period**" means the Interest Period ending on but excluding the Maturity Date.

"**Initial Calculation Date**" means [specify].

"**Range Accrual Cut-Off Date**" means [in respect of [each][a] [Reference Item [(k)][Basket] and] [in respect of any [Range Period] [specify other period] [the][each] date specified as such in the Issue Terms.] or, otherwise, the date falling [specify number] [calendar days] [Business Days] [Scheduled Trading Days (as defined in the [specify] Conditions) [specify other] before the [Range Period End Date] [specify other].

"**Range Accrual Day**" means [an Exchange Business Day][a Scheduled Trading Day][a Business Day][an Interest Determination Date][a calendar day][an Observation Day][specify].

"**Range Period**" means [specify period][each][the][Interest Period] [(and the final date of each such period, the "**Range Period End Date**").]

"**Redemption Valuation Date**" shall be the relevant date specified as such in the applicable Issue Terms, as may be adjusted in accordance with the definition of 'Valuation Date' or "Fund Valuation Date".

"**RI FX Observation Date**" means, in respect of the RI FX level and a ST Valuation Date, the SER Valuation Date (as may be adjusted in accordance with the Settlement Exchange Rate Provisions) immediately following such ST Valuation Date.

"**ST Coupon Valuation Date(s)**" means each [Averaging Date][Coupon Valuation Date][Strike Date][Interest Determination Date][Interest Period End Date][Determination Date][Knock-in Determination Day][Knock-out Determination Day][Settlement Level Date][Settlement Price Date][Valuation Date][Range Accrual Day] [and] [Range Period Cut-Off Date][Observation Date].

"**ST Coupon Valuation Period**" means [the period from and including [specify] to and [including][excluding][the immediately following] [specify]][each][the][Interest Period][Range Period][Coupon Valuation Date][Observation Period].

"**ST Redemption Valuation Date**" means each [Averaging Date][Settlement Level Date][Settlement Price Date][Determination Date][Calculation Date][Automatic Early Redemption Valuation Date][Knock-in Determination Day][Knock-out Determination Day][Redemption Valuation Date][Final Calculation Date].

"**ST Redemption Valuation Period**" means the period from and including [specify] to and including [specify].

"**ST Valuation Date**" means each [of the] [Coupon Valuation Date][Strike Date][Redemption Valuation Date][ST Coupon Valuation Date][ST Redemption Valuation Date][Automatic Early Redemption Valuation Date][Knock-in Determination Day][Knock-out Determination Day][Range Accrual Day][Settlement Level Date][Settlement Price Date][Scheduled Trading Day][Calculation Date][Initial Calculation Date][Final Calculation Date][Observation Date].

"**ST Valuation Period**" means each [ST Coupon Valuation Period][ST Redemption Valuation Period][Automatic Early Redemption Valuation Period][Knock-in Determination Period][Knock-out Determination Period][Observation Period].

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**Target Determination Date**" means [specify date(s)].

"**Target Final Interest Period**" means the Interest Period ending on but excluding the Maturity Date.

### 5.4 Conditional Conditions

If one or more conditions defined below are applicable for the determination and calculation of a payout formula(e), the definition shall be inserted, completed and adjusted in the Issue Terms in order to take into account any value definitions in Payout Condition 5.2, relevant Date(s) and or Periods, and/or other Variable Data.

"**Barrier Count Condition**" shall be satisfied if, in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period], the [Coupon Barrier Value][Redemption Barrier Value] [for] [each] [any] [Observation Date] [in respect of] [the relevant] [on such] [ST Coupon Valuation Date] [ST Coupon Valuation Period], as determined by the Calculation Agent, is [greater than][less than] [equal to or greater than] [less than or equal to] the [Coupon Barrier][Redemption Barrier] [and][or](repeat as necessary).

"**Basket Range Accrual Coupon Condition**" will be deemed satisfied if:

- (a) Basket Closing Value [A] for the relevant Range Accrual Day in the applicable Range Period is [(i)] [[equal to or greater than][greater than] the relevant Lower Coupon Barrier [1] and (ii)][ [less than or equal][less than] to the relevant Upper Coupon Barrier [1],] and [
- (b) Basket Closing Value B for the relevant Range Accrual Day in the applicable Range Period is [(i)] [[equal to or greater than][greater than] the relevant Lower Coupon Barrier [2] and (ii)][ [less than or equal][less than] to the relevant Upper Coupon Barrier [2]. and [
- (c) Basket Closing Value C for the relevant Range Accrual Day in the applicable Range Period is [(i)] [[equal to or greater than][greater than] the relevant Lower Coupon Barrier [3] and (ii)][ [less than or equal][less than] to the relevant Upper Coupon Barrier [3]]

(Delete, replicate and complete the above definition multiple times as necessary or set out relevant table)

[In respect of [each][the] Basket and a Range Accrual Day (other than a Range Accrual Stub Day) which is not a [Business Day][Scheduled Trading Day or is a Disrupted Day] for any Reference Item (k) in the Basket, the Basket Closing Value for such Basket on such day shall be the Basket Closing Value for such Basket on the immediately preceding [Business Day] [Scheduled Trading Day that was not a Disrupted Day] for all Reference Item (k) in the Basket. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex.]]

[In respect of [each][the] Basket and the relevant Range Period, the Basket Closing Value in respect of such Basket for each Range Accrual Day after the relevant Range Accrual Cut-Off Date to (and excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Basket Closing Value as of such Range Accrual Cut-off Date.]

"**Cappuccino Barrier Condition**" means, in respect of [a] [the] [Reference Item] [and] a [ST Coupon Valuation Date][ST Coupon Valuation Period], that the Coupon Barrier Value [for] [each] [any] [Observation Date] [in respect of] [the relevant] [on such] [ST Valuation Date][ST Coupon Valuation Period], as determined by the Calculation Agent, is [greater than] [less than][greater than or equal to][less than or equal to] Coupon Barrier.

"**Count Barrier Condition**" shall be satisfied if, in respect of an Observation Date, the [Coupon][Redemption] Barrier Value] on such Observation Date in respect of the relevant [ST Coupon Valuation Date] [ST Coupon Valuation Period][ST Valuation Date][ST Valuation Period] as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the [Coupon ][Redemption][Barrier][and][or](repeat as necessary).

"**Coupon Barrier Condition [1]**" means, in respect of [a ST Coupon Valuation Date][a ST Valuation Coupon Period], that the Coupon Barrier Value [for] [each][any] [Observation Date] [in respect of][the relevant] [on such] [ST Coupon Valuation Date][ST Valuation Coupon Period], as determined by the Calculation Agent, is [greater than][less than][greater than or equal to][less than or equal to] [the] Coupon Barrier [1][ but is [greater than][less than][greater than or equal to][less than or equal to] Coupon Barrier [2]].

"**Coupon Barrier Condition [2]**" means, in respect of [a ST Valuation Coupon Date][a ST Coupon Valuation Period], that the Coupon Barrier Value [for] [each][any] [Observation Date] [in respect of][the relevant] [on such] [ST Coupon Valuation Date][ST Coupon Valuation Period], as determined by the Calculation Agent, is

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

[greater than][less than][greater than or equal to][less than or equal to] Coupon Barrier [1] but is [greater than][less than][greater than or equal to][less than or equal to] Coupon Barrier [2].

"**Digital Coupon Condition [1]**" means:

- (i) in respect of Reference Item [1], that the Coupon Barrier Value for [the] Reference Item [1] [for] [each] [any] [Observation Date] [in respect of] [the relevant] [on such] [ST Coupon Valuation Date] [ST Coupon Valuation Period] as determined by the Calculation Agent is [(i)] [greater than][less than][equal to or greater than][less than or equal to], [the] Coupon Barrier 1 [and (ii) [greater than][less than][equal to or greater than][less than or equal to] Coupon Barrier 2](*insert (ii) if a Coupon Barrier 2 is specified*); and
- (ii) in respect of Reference Item 2, that the Coupon Barrier Value for Reference Item 2 [for] [each][any] [Observation Date][in respect of][the relevant] [on such] [ST Coupon Valuation Date][in the relevant][ST Coupon Valuation Period] as determined by the Calculation Agent is [(i)] [greater than][less than][equal to or greater than][less than or equal to] Coupon Barrier [1] [and (ii) [greater than][less than][equal to or greater than][less than or equal to], Coupon Barrier [2]] (*insert (ii) if a Coupon Barrier [2] is specified*)(*insert (b) if Reference Item 2 is specified*).

"**Digital Coupon Condition 2**" means in respect of a [ST Coupon Valuation Date][ST Coupon Valuation Period]:

- (i) in respect of Reference Item [1], that the Coupon Barrier Value for Reference Item [1] [for] [each][any] [Observation Date][in respect of][the relevant][on such] [ST Coupon Valuation Date][and][ST Coupon Valuation Period] as determined by the Calculation Agent is [(i)] [greater than][less than][equal to or greater than][less than or equal to] Coupon Barrier [3] [and (ii) [greater than][less than][equal to or greater than][less than or equal to] Coupon Barrier [4]](*insert (ii) if a Coupon Barrier [4] is specified*); and
- (ii) in respect of Reference Item 2, that the Coupon Barrier Value for Reference Item 2 [for] [each][any][Observation Date][in respect of][the relevant] [on such][ST Coupon Valuation Date][ST Coupon Valuation Period] as determined by the Calculation Agent is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the Coupon Barrier [3] [and (ii) [greater than][less than][equal to or greater than][less than or equal to], the Coupon Barrier [4]] (*insert (ii) if a Coupon Barrier [4] is specified*) (*insert (b) if Reference Item 2 is specified*).

"**Final Redemption Condition**" means, in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period], that the Final Redemption Value [for] [each][any] [Observation Date][in respect of][the relevant][on such] [ST Redemption Valuation Date][ST Redemption Valuation Period], as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the Final Redemption Condition Level [[1] [and][or](repeat as necessary)].

"**Final Redemption Condition [1]**" means, in respect of a [ST Redemption Valuation Date][ST Redemption Valuation Period], that the Final Redemption Value [for] [each][any] [Observation Date][in respect of][the relevant][on such] [ST Redemption Valuation Dates] [ST Redemption Valuation Period], as determined by the Calculation Agent is [greater than][less than][equal to or greater than][less than or equal to] Final Redemption Condition Level [1] [and][or](repeat as necessary).

"**Final Redemption Condition [2]**" means, in respect of a [ST Redemption Valuation Date] [ ST Redemption Valuation Period] that the Final Redemption Value [for] [each][any] [Observation Date] [in respect of] [the relevant] [on such] [ST Redemption Valuation Date] [in the relevant [ST Redemption Valuation Period]], as determined by the Calculation Agent is [greater than][less than][equal to or greater than][less than or equal to] Final Redemption Condition Level [1][, but is [greater than][less than][equal to or greater than][less than or equal to] Final Redemption Condition Level 2.]

"**Ladder Condition [1][2]**" means, in respect of an Observation Date, that the Observation Value on such Observation Date, as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the Observation Level[1][2].

"**Multiplier Condition**" shall be satisfied if, in respect of an Observation Date, the Multiplier Value on such Observation Date in respect of the relevant [ST Valuation Date][ST Valuation Period], as determined by the Calculation Agent, is [greater than][less than][equal to or greater than][less than or equal to] the Multiplier Level.

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

"**Podium Condition**" shall be satisfied if, in respect of a Reference Item and a ST Coupon Valuation Date, the Coupon Value for such Reference Item on such ST Coupon Valuation Date, as determined by the Calculation Agent, is [greater than][less than][greater than or equal to][less than or equal to] the Coupon Barrier.

"**Range Accrual Countdown Condition**" [subject as provided below,] will be deemed satisfied if, in respect of each Range Accrual Day in [the][relevant] Range Period [(n)][from and including [specify] to [and including][but excluding] [[specify] for [each] Reference Item (k=[specify])]], the Coupon Barrier Value for such Reference Item in respect of each such Range Accrual Day is [(i)] [greater than][less than][equal to or greater than][equal to or less than] the relevant [Upper][Lower] Coupon Barrier [specify number][and (ii) [greater than][less than][equal to or greater than][equal to or less than] the relevant [Upper][Lower] Coupon Barrier [specify number](insert (ii) if a Coupon Barrier [specify number] is specified) [as specified in the table below].

*(Replicate and complete the above definition multiple times as necessary or set out relevant table)*

[Table]

*Specific Provisions for Range Accrual Countdown Condition:*

[In respect of [each] Reference Item (k) and] a Range Accrual Day [(other than a Range Accrual Stub Day)] which is not a [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day or is a Disrupted Day][specify] for such Reference Item [(k)], the Coupon Barrier Value for such Reference Item [(k)] on such day shall be the Coupon Barrier Value for such Reference Item [(k)] on the immediately preceding [Business Day[for such Reference Item [(k)]]][Scheduled Trading Day that was not a Disrupted Day][specify]. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex.]

[In respect of [each] Reference Item (k) and the relevant Range Period, the Coupon Barrier Value in respect of such Reference Item [(k)] for each Range Accrual Day after the relevant Range Accrual Cut-Off Date to (and excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Coupon Barrier Value as of such Range Accrual Cut-off Date.]

"**Range Accrual Coupon Condition**" [subject as provided below] will be deemed satisfied if:

- (i) in respect of [each][the] Reference Item (k=specify), that the Coupon Barrier Value for such Reference Item for the relevant Range Accrual Day [in the applicable Range Period [(n)]] is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the relevant Coupon Barrier 1 [and (ii) [greater than][less than][equal to or greater than][less than or equal to], the relevant Coupon Barrier 2](insert (ii) if a Coupon Barrier 2 is specified)[; and
- (ii) [in respect of Reference Item(k=n), that the Coupon Barrier Value for such Reference Item for the relevant Range Accrual Day [in the applicable Range Period [(n)][from and including [specify] to [and including][but excluding] [[specify] [for [each] Reference Item (k=[specify])]] is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the relevant [Upper][Lower] Coupon Barrier [insert number] [and (ii) [greater than][less than][equal to or greater than][less than or equal to], the relevant [Upper][Lower] Coupon Barrier [insert number]](insert (ii) if a Coupon Barrier (insert number) is specified)) [as specified in the table below](insert this paragraph (ii) if Reference Item(k=n) is specified). (Set out relevant table)

[Table]

*Specific Provisions for Range Accrual Coupon Condition:*

[In respect of [each] Reference Item (k) and] a Range Accrual Day [(other than a Range Accrual Stub Day)] [which is not a [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day] or is a Disrupted Day][specify] for such Reference Item [(k)], the Coupon Barrier Value for such Reference Item [(k)] on such day shall be the Coupon Barrier Value for such Reference Item [(k)] on the immediately preceding [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day that was not a Disrupted Day][specify]. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex.]

[In respect of [each] Reference Item (k) and the relevant Range Period, the Coupon Barrier Value in respect of such Reference Item [(k)] for each Range Accrual Day after the relevant Range Accrual Cut-

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

off Date to (but excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Coupon Barrier Value as of such Range Accrual Cut-off Date.]

(Repeat any of the above paragraphs where relevant in relation to each Reference Item)

"**Range Accrual Final Redemption Condition**" [subject as provided below] will be deemed satisfied if, in respect of [each][the] Reference Item (k=*specify*), that the Final Redemption Value for such Reference Item for the relevant Range Accrual Day in the applicable Range Period is [(i)] [greater than][less than][equal to or greater than][less than or equal to] the relevant Final Redemption Condition Level [*specify number*] [and (ii) [greater than][less than][equal to or greater than][less than or equal to], the relevant Final Redemption Condition Level [*specify number*]](insert (ii) if an additional Final Redemption Condition Level is specified) [as specified in the table below].

(Replicate and complete the above definition multiple times as necessary or set out relevant table)

[Table]

*Specific Provisions for Range Accrual Final Redemption Coupon Condition:*

[In respect of [each] Reference Item (k) and] a Range Accrual Day [(other than a Range Accrual Stub Day)] [which is not a [Business Day [for such Reference Item [(k)]]][[Scheduled Trading Day] or is a Disrupted Day][*specify*] for such Reference Item [(k)], the Final Redemption Value for such Reference Item [(k)] on such day shall be the Final Redemption Value for such Reference Item [(k)] on the immediately preceding [Business Day [for such Reference Item [(k)]]][Scheduled Trading Day that was not a Disrupted Day][*specify*]. [The above provisions with regard to the consequences of a Disrupted Day or a day not being a Scheduled Trading Day will prevail over consequences provided for in any applicable Annex.]

[In respect of [each] Reference Item (k) and the relevant Range Period, the Final Redemption Value in respect of such Reference Item [(k)] for each Range Accrual Day after the relevant Range Accrual Cut-off Date to (but excluding) the Range Period End Date (each a "**Range Accrual Stub Day**") will be deemed to be the Final Redemption Value as of such Range Accrual Cut-off Date.]

### 5.5 Enumeration Convention

Without prejudice to any other provision of these Payout Conditions and as a general rule the following suffixes in relation to the payout terms will be used. Other suffix terms may be selected and may be included in the Issue Terms with other definitions or provisions from the Payout Conditions:

"**i**" [from i = [*specify*] to i = [*specify*]] or "**m**" [from m = [*specify*] to m = [*specify*]] in relation to the relevant ST Valuation Date or ST Valuation Period.

"**j**" [from j = [*specify*] to j = [*specify*]] means the relevant Strike Date.

"**k**" [from k = [*specify*] to k = [*specify*]] means the relevant Reference Item.

"**q**" [from q = [*specify*] to q = [*specify*]] or "**t**" [from t = [*specify*] to t = [*specify*]] means the relevant Observation Date or ST Valuation Date.

Any of these suffixes will be inserted, completed and explained, if necessary, in the Issue Terms and may be tabulated, especially where two or more suffixes apply.

### 6. Settlement Exchange Rate Provisions

If Settlement Exchange Rate Provisions are specified as applicable in the Issue Terms, then notwithstanding the Notes are denominated in, and calculations made in respect of, the Specified Notes Currency (the "**SER Subject Currency**"), as shall be specified in the Issue Terms either, (i) all payments or (ii) only those payments to which the Settlement Exchange Rate Provisions are specified to apply, in respect of the Notes shall be made in the Settlement Currency (the "**Settlement Currency**" or the "**SER Base Currency**").

Unless SER – Intermediate Currency Requirements are specified as applicable in the Issue Terms, the Calculation Agent will determine the amount to be paid in the SER Base Currency by applying the Settlement Exchange Rate to the amount that would have been payable in the SER Subject Currency were it not for the provisions of this Payout Condition 6.

If SER Intermediate Currency Requirements are specified as applicable in the Issue Terms, the Calculation Agent will determine the amount to be paid in the SER Base Currency by (i) applying the Settlement Exchange Rate to the amount that would have been payable in the SER Subject Currency were it not for the provisions of

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

this Payout Condition 6 to produce an amount denominated in the SER Intermediate Currency, and then (ii) applying the Second Settlement Exchange Rate to such amount denominated in the SER Intermediate Currency.

Any such payment shall be made on the date such payment would have otherwise been due provided that, if limb (b) of the definition of "Settlement Exchange Rate" below applies, such payment may be deferred in accordance with Payout Condition 6.1(e) below if the SER Valuation Date is postponed as set out herein. No additional interest or other amount shall be payable in respect of any such delay.

### **6.1 SER Valuation and Disruption Provisions**

The provisions of this Payout Condition 6.1 apply only in respect of the SER Subject Currency, where Settlement Exchange Rate Provisions are specified as applicable in the Issue Terms and limb (b) and/or (c) of the definition of "Settlement Exchange Rate" below applies.

#### **(a) SER Disruption Events**

The occurrence of any of the following events shall be a "**SER Disruption Event**":

Where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, USD/CLP or USD/COP, unless otherwise specified in the Issue Terms, the occurrence of a Price Source Disruption, or any other event that, in the opinion of the Calculation Agent, is analogous thereto and/or, where so specified in the Issue Terms, the occurrence of any of the events set out in sub-paragraphs (ii) to (viii) below or any other event that in the opinion of the Calculation Agent is analogous thereto.

In respect of any other Settlement Exchange Rate, if so specified in the Issue Terms, the occurrence of any of the following events:

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation;
- (viii) Price Materiality; and/or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (viii) above.

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with General Condition 13 of the occurrence of a SER Disrupted Day on any day that but for the occurrence of the SER Disrupted Day would have been a SER Valuation Date.

#### **(b) Consequences of a SER Disruption Event**

Upon a SER Disruption Event occurring or continuing on any SER Valuation Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant SER Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply in determining the consequences of the SER Disruption Event: (a) Calculation Agent Determination where the applicable SER Disruption Event is other than Price Source Disruption or Price Materiality; and (b) the applicable SER Disruption Fallback where the applicable SER Disruption Event is a Price Source Disruption or Price Materiality.

#### **(c) SER Unscheduled Holiday**

If the Calculation Agent determines that a date that would otherwise have been a SER Valuation Date is a SER Unscheduled Holiday in respect of the SER Subject Currency then such date shall be the immediately succeeding SER Scheduled Trading Day after the occurrence of the SER Unscheduled Holiday, subject as provided above, and Provided That if such SER Valuation Date has not occurred on or before the SER Maximum Days of Postponement then the next SER Scheduled Trading Day after such period that would have been a SER Scheduled Trading Day but for the SER Unscheduled Holiday shall be deemed to be the relevant date for valuation and the Settlement Exchange Rate shall be determined by the Calculation Agent on such day in its sole discretion acting in good faith having taken

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

into account relevant market practice and by reference to such additional source(s) as it deems appropriate.

### **(d) SER Cumulative Events**

If "SER Cumulative Events" is specified as applicable in the Issue Terms, then, in no event shall the total number of consecutive calendar days during which any SER Valuation Date is postponed as a consequence of the provisions of this Payout Condition 6.1, due to either (i) a SER Unscheduled Holiday or (ii) a SER Valuation Postponement (or a combination of both (i) and (ii)) exceed the SER Maximum Cumulative Days of Postponement in the aggregate. If a SER Valuation Date is postponed by the number of calendar days equal to the SER Maximum Cumulative Days of Postponement and at the end of such period (i) a SER Unscheduled Holiday shall have occurred or be continuing on the day immediately following such period (the "**Final Day**"), then such Final Day shall be deemed to be the relevant SER Valuation Date and (ii) if a Price Source Disruption shall have occurred or be continuing on the Final Day, then Valuation Postponement shall not apply and the Settlement Exchange Rate shall be determined in accordance with the next applicable SER Disruption Fallback. Unless otherwise specified in the Issue Terms, SER Cumulative Events will be deemed to be specified as applicable for the purposes of this Condition (d) if the Settlement Exchange Rate is specified in the Issue Terms as either USD/PEN, USD/CLP or USD/COP.

### **(e) Postponement of payment or settlement days**

Where any SER Valuation Date is postponed as a consequence of the provisions of this Payout Condition 6.1, then the corresponding date for payment or delivery of any assets shall fall on the later of (a) the date for such payment or delivery otherwise determined in accordance with the Issue Terms and (b) (i) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, USD/CLP or USD/COP, the day falling two SER Number of Postponement Settlement Days after the SER Valuation Date, unless otherwise specified in the Issue Terms, and (ii) in the case of any other Settlement Exchange Rate, the day falling the SER Number of Postponement Settlement Days specified in the Issue Terms (or, if none are so specified, two Business Days) after the SER Valuation Date.

## **6.2 Consequences of a SER Additional Disruption Event**

Other than where limb (a) of the definition of "Settlement Exchange Rate" below applies, if the Calculation Agent determines that a SER Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with General Condition 13. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note, taking into account the SER Additional Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13.

## **6.3 Definitions**

**"Change in Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (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 Issuer determines in its sole and absolute discretion that it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes.

**"Dual Exchange Rate"** means that the SER Subject Currency splits into dual or multiple currency exchange rates.

**"EMTA"** means EMTA, Inc., the trade association for the Emerging Markets.

**"Exchange Rate Divergence"** means:

(i) if the Settlement Exchange Rate specified in the Issue Terms is USD/ARS, that, in the reasonable opinion of not less than 5 unaffiliated EMTA Members notified to EMTA (or its successor) by no later than 4 p.m., Buenos Aires time on the SER Valuation Date, the SER Price Source has failed, for a period of not less than three consecutive SER Scheduled Trading Days (for any reason, including due to a split in the currency exchange rate or other event) to reflect the current prevailing Argentine Peso

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

bid and offer rates for a standard size Argentine Peso/U.S. Dollar financial transaction for same-day settlement in the Buenos Aires marketplace on the SER Valuation Date; and

(ii) if the Settlement Exchange Rate specified in the Issue Terms is USD/BRL, that, in the reasonable and independent judgement, as notified to EMTA in accordance with the EMTA BRL Exchange Rate Divergence Procedures, of not less than 7 unaffiliated EMTA members that are recognised market makers active in the BRL/U.S. Dollar foreign exchange market (no less than 4 of which shall be active participants in the onshore BRL/USD spot market), the SER Price Source (following a split of the exchange rates in Brazil or otherwise) no longer reflects the then-prevailing Brazilian Reais / U.S. Dollar spot rate for standard-size wholesale financial transactions involving the exchange of Brazilian Reais for U.S. Dollars delivered outside of Brazil, and

(iii) if the Settlement Exchange Rate specified in the Issue Terms is a rate other than USD/ARS or USD/BRL but, it is specified in the relevant EMTA Template Terms as determined by the Calculation Agent as of the Issue Date and in respect of such Settlement Exchange Rate, that Price Source Disruption shall include Exchange Rate Divergence, then Exchange Rate Divergence shall have the meaning given in the relevant EMTA Template Terms with respect to such Settlement Exchange Rate.

**"General Inconvertibility"** means the occurrence of any event that generally makes it impossible to convert a SER Subject Currency into the SER Base Currency or a SER Subject Currency into the SER Intermediate Currency in a SER Subject Currency Jurisdiction through customary legal channels.

**"General Non-Transferability"** means the occurrence of any event that generally makes it impossible to deliver (A) the SER Base Currency from accounts inside a SER Subject Currency Jurisdiction to accounts outside a SER Subject Currency Jurisdiction or (B) the SER Subject Currency between accounts inside a SER Subject Currency Jurisdiction or to a party that is a non-resident of a SER Subject Currency Jurisdiction.

**"Governmental Authority"** means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**"Illiquidity Disruption"** means the occurrence of any event in respect of the SER Subject Currency whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant SER Valuation Date (or, if different, the day on which rates for such SER Valuation Date would, in the ordinary course, be published or announced by the relevant SER Price Source).

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

**"Initial Settlement Exchange Rate"** or **"Initial SER"** means the rate specified as such in the Issue Terms.

**"Second Settlement Exchange Rate"** means the rate published on the price source (or successor to such source) at the observation time, both specified as such in the Issue Terms, for the exchange of the SER Settlement Currency per one unit of the SER Intermediate Currency, however, (i) if it is not reasonably practicable to determine such rate at such time due to a SER Disruption Event or such other delay or postponement in converting the SER Base Currency into the SER Intermediate Currency, the Calculation Agent shall, subject to the consequence of such event, observe such rate as soon as practicable once the conversion into the SER Intermediate Currency has taken place, or (ii) if it is not reasonably practicable to determine the Second Settlement Exchange Rate from such source, the Second Settlement Exchange Rate will be determined by the Calculation Agent as the rate it determines would have prevailed but for such impracticability by reference to such source(s) as it deems appropriate for the exchange of the SER Intermediate Currency per one unit of the

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

SER Base Currency at or about the time and by reference to such source(s) as the Calculation Agent deems appropriate.

**"Material Change in Circumstance"** means the occurrence of any event (other than those events specified as SER Disruption Events) in the SER Subject Currency Jurisdiction beyond the control of the parties to a hedging arrangement in respect of the Notes which makes it impossible (A) for a party to fulfil its obligations under the hedging arrangement or (B) generally to fulfil obligations similar to such party's obligations under that hedging arrangement.

**"Nationalisation"** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives a party to a hedging arrangement in respect of the Notes of all or substantially all of its assets in the SER Subject Currency Jurisdiction.

**"Price Materiality"** means that, in the determination of the Calculation Agent, the SER Primary Rate differs from any SER Secondary Rate by at least the SER Price Materiality Percentage or if there are insufficient responses on the relevant SER Valuation Date to any survey used to calculate any such rate, then the SER Price Materiality Percentage will be deemed to be met.

**"Price Source Disruption"** means in respect of any date on which a calculation is due to be made in accordance with these Settlement Exchange Rate provisions, that it becomes impossible to obtain the rate or rates from which the Settlement Exchange Rate is calculated and, where the Settlement Exchange Rate is specified in the Issue Terms as:

- (i) USD/ARS;
- (ii) USD/BRL; or
- (iii) any other Settlement Exchange Rate in respect of which the Calculation Agent determines that, as of the Issue Date, the relevant EMTA Template Terms for such rate (if any) specifies that Price Source Disruption includes Exchange Rate Divergence,

then Price Source Disruption shall include Exchange Rate Divergence.

**"Relevant Screen Page"** means the relevant page specified as such in the Issue Terms or any successor to such page or service acceptable to the Calculation Agent.

**"Settlement Currency"** or **"SER Base Currency"** means the currency specified as such in the Issue Terms.

**"Settlement Exchange Rate"** means (a) the rate specified as such in the Issue Terms, (b) if no such rate is specified and, subject as referred to in Payout Condition 6.1 above, the rate of exchange appearing on the SER Price Source at the SER Valuation Time on the relevant SER Valuation Date for the exchange of the SER Subject Currency per one unit of the SER Base Currency for settlement on the SER Number of Settlement Days; or (c) if SER Intermediate Currency Requirements are specified as applicable in the Issue Terms and no rate is specified as the Settlement Exchange Rate in the Issue Terms, the rate of exchange appearing on the SER Price Source at the SER Valuation Time on the relevant SER Valuation Date for the exchange of the SER Subject Currency per one unit of the SER Intermediate Currency for settlement on the SER Number of Settlement Days.

**"SER Additional Disruption Event"** means (i) (unless specified otherwise in the Issue Terms) Change in Law, or (ii) Hedging Disruption or Increased Cost of Hedging, if specified in the Issue Terms.

**"SER Disrupted Day"** means any SER Scheduled Trading Day on which the Calculation Agent determines that a SER Disruption Event has occurred.

**"SER Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Settlement Exchange Rate, when a SER Disruption Event occurs or exists on a day that is a SER Valuation Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the SER Price Source) being,

- (i) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, USD/CLP or USD/COP in the following order: Valuation Postponement and Calculation Agent Determination (unless otherwise specified in the Issue Terms); and
- (ii) in the case of any other Settlement Exchange Rate, any of Calculation Agent Determination, First Fallback Reference Price, Second Fallback Reference Price and Valuation Postponement, as so specified in the Issue Terms for such SER Subject Currency.

Where more than one SER Disruption Fallback is so specified then such SER Disruption Fallbacks shall apply in the order in which they are specified either in (i) or (ii) above or in the Issue Terms until the Settlement

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

Exchange Rate can be determined for such exchange rate relating to that SER Settlement Currency, for such SER Valuation Date.

Where:

**"Calculation Agent Determination"** means that the Calculation Agent shall determine the Settlement Exchange Rate, taking into consideration all information that it deems relevant. If the Calculation Agent determines that it is not possible to determine the Settlement Exchange Rate, the Issuer may early redeem all but not some only of the Notes pursuant to General Condition 6(f).

**"First Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Exchange Rate, by reference to the applicable First Fallback Reference Price and, for which purpose, references in the definition of Settlement Exchange Rate, to "SER Price Source", "SER Valuation Time" and "SER Number of Settlement Days" shall be construed, respectively, to be to "SER First Fallback Price Source", "SER First Fallback Valuation Time" and "SER First Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Issue Terms).

**"Second Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Exchange Rate by reference to the applicable Second Fallback Reference Price and, for which purpose, references in the definition of Settlement Exchange Rate to "SER Price Source", "SER Valuation Time" and "SER Number of Settlement Days" shall be construed, respectively, to be to "SER Second Fallback Price Source", "SER Second Fallback Valuation Time" and "SER Second Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Issue Terms).

**"SER Intermediate Currency"** means the currency specified as such in the applicable Issue Terms.

**"SER Maximum Cumulative Days of Postponement"** means (i) where the SER Subject Currency is PEN, CLP or COP, 30 calendar days, unless otherwise specified in the Issue Terms, and (ii) for any other SER Subject Currency, the number of days specified as such in the Issue Terms or, if no such number is specified, 30 calendar days.

**"SER Maximum Days of Postponement"** means the number of days specified as such in the Issue Terms or, if no such number is specified, 30 calendar days.

**"SER Number of Postponement Settlement Days"** means SER Settlement Days unless otherwise specified in the Final Terms.

**"SER Number of Settlement Days"** means, in respect of a SER Subject Currency, the number of days on which commercial banks are open (or, but for the occurrence of a SER Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the SER Settlement Day Centre(s) (each, a "**SER Settlement Day**"). Where no such number or zero is so specified, then such rate shall be for settlement on the same day, provided that (i) where the Subject Currency is CLP, unless otherwise specified in the Issue Terms, the SER Number of Settlement Days shall be deemed to be 1 and (ii) where the Subject Currency is PEN or COP, unless otherwise specified in the Issue Terms, the SER Number of Settlement Days shall be deemed to be zero.

**"SER Price Materiality Percentage"** means the percentage specified as such in the Issue Terms or, if no such percentage is specified, 3 per cent.

**"SER Price Source"** means:

- (a) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, unless otherwise specified in the Issue Terms, in respect of a SER Valuation Date the "PEN INTERBANK AVE (PEN05) Rate" being the PEN/USD average exchange rate in the interbank market, expressed as the amount of PEN per one USD for settlement on the same day, reported by the Banco Central de Perú ([www.bcrp.gob.pe](http://www.bcrp.gob.pe)) (or any successor or replacement to such page) as the "Tipo de Cambio Interbancario Promedio" at approximately 2.00 p.m. Lima Time (the "**SER Valuation Time**") on that SER Valuation Date;
- (b) where the Settlement Exchange Rate is specified in the Issue Terms as USD/CLP, unless otherwise specified in the Issue Terms, in respect of a SER Valuation Date the "CLP DÓLAR OBS (CLP 10)" rate being the USD/CLP exchange rate, expressed as the amount of CLP per one USD, for settlement in one SER Scheduled Trading Day reported by the Banco Central de Chile ([www.bcentral.cl](http://www.bcentral.cl)) (or any successor or replacement to such page) as the "Dólar Observado" rate by no later than 10.30 a.m. Santiago time (the "**SER Valuation Time**"), on

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

- the first SER Scheduled Trading Day following that SER Valuation Date (or any successor or replacement to such page);
- (c) where the Settlement Exchange Rate is specified in the Issue Terms as USD/COP, unless otherwise specified in the Issue Terms, in respect of a SER Valuation Date the "COP TRM (COP02) Rate" being the USD/COP exchange rate for such day, expressed as the amount of COP per one USD, for settlement on the same day reported by the Colombian Financial Superintendence as published on its website ([www.banrep.gov.co](http://www.banrep.gov.co)) (or any successor or replacement to such page) as the "Tasa Representativa del Mercado (TRM)" (also referred to as the "Tasa de Cambio Representativa del Mercado" (TCRM)) by no later than 10.30 a.m. Bogotá time (the "**SER Valuation Time**") on the first SER Scheduled Trading Day following such SER Valuation Date; or
- (d) for any other Settlement Exchange Rate, such other price source(s) specified as such in the Issue Terms,

or any successor to such price source(s) as determined by the Calculation Agent.

"**SER Primary Rate**" means the rate specified as such in the Issue Terms.

"**SER Secondary Rate**" means the rate specified as such in the Issue Terms.

"**SER Settlement Day Centres**" means (i) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, USD/COP or USD/CLP, New York (unless otherwise specified in the Issue Terms) and (ii) for any other Settlement Exchange Rate, each SER Settlement Day Centre specified as such in the Issue Terms.

"**SER Scheduled Trading Day**" means a day on which commercial banks are open (or, but for the occurrence of a SER Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each SER Scheduled Trading Day City specified in the Issue Terms provided that where the SER Subject Currency is BRL, then notwithstanding the foregoing, if the relevant SER Valuation Date falls on a date that, as at the Trade Date, is not a scheduled day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in New York City (an "**NYC Business Day**") then no adjustment to such date shall be made on account of the fact that such date is not an NYC Business Day.

"**SER Scheduled Trading Day City/Cities**" means (i) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, the SER Scheduled Trading Day City/Cities shall be, unless otherwise specified in the Issue Terms, New York City and Lima, (ii) where the Settlement Exchange Rate is specified in the Issue Terms as USD/CLP, the SER Scheduled Trading Day City/Cities shall be, unless otherwise specified in the Issue Terms, in New York City and Santiago; (iii) where the Settlement Exchange Rate is specified in the Issue Terms as USD/COP, the SER Scheduled Trading Day City/Cities shall be, unless otherwise specified in the Issue Terms, New York City and Bogotá; and (iv) in other cases the city or cities specified in the Issue Terms.

"**SER Subject Currency**" means the currency specified as such in the Issue Terms.

"**SER Subject Currency Jurisdiction**" means each country for which the SER Subject Currency is the lawful currency or each country for which the SER Intermediate Currency is the lawful currency, as the case may be.

"**SER Unscheduled Holiday**" means a day that is not a SER Scheduled Trading Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00a.m. local time in the principal financial centre of the SER Subject Currency, two SER Scheduled Trading Days prior to the relevant scheduled SER Valuation Date.

"**SER Valuation Date**" means any date specified as such in the Issue Terms or, if such day is not a SER Scheduled Trading Day, the immediately preceding SER Scheduled Trading Day and, in the event of a SER Unscheduled Holiday, subject to adjustment as set out in Payout Condition 6.1(c) above, unless, in the opinion of the Calculation Agent, the resultant day is a SER Disrupted Day, in which case the provisions of Payout Condition 6.1(b) shall apply. Where the amount so due is the Early Redemption Amount, then the SER Valuation Date shall be deemed to be the fifth SER Scheduled Trading Day prior to the date of early redemption of the Notes.

"**SER Valuation Time**" means, unless otherwise specified in the Issue Terms, (i) where the Settlement Exchange Rate is specified in the Issue Terms as USD/PEN, approximately 2.00 p.m. Lima Time on the SER Valuation Date, (ii) where the Settlement Exchange Rate is specified in the Issue Terms as USD/CLP, no later than 10.30 a.m. Santiago time on the first SER Scheduled Trading Day following the SER Valuation Date, (iii)

## ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

where the Settlement Exchange Rate is specified in the Issue Terms as USD/COP, no later than 10.30 a.m. Bogotá time on the first SER Scheduled Trading Day following the SER Valuation Date, or (iv) the time at which the SER Price Source publishes the relevant rate or rates from which the Settlement Exchange Rate is calculated.

**"Valuation Postponement"** means that the Settlement Exchange Rate, shall be determined on the immediately succeeding SER Scheduled Trading Day which is not a SER Disrupted Day unless the Calculation Agent determines that no such SER Scheduled Trading Day which is not a SER Disrupted Day has occurred on or before the day falling the SER Maximum Days of Postponement following the originally designated SER Valuation Date, as the case may be. In such event, the Settlement Exchange Rate shall be determined on the next SER Scheduled Trading Day after the SER Maximum Days of Postponement (notwithstanding the fact that day may be a SER Disrupted Day) in accordance with the next applicable SER Disruption Fallback.

### 7. UVR Inflation-Adjusted Notes

If UVR Inflation-Adjusted Notes Provisions are specified as applicable in the Issue Terms.

- (a) Amounts denominated in Colombian Peso (including any Aggregate Nominal Amount, Calculation Amount or Specified Denomination) will be adjusted by the Calculation Agent by reference to the UVR Index on the Specified Number of COP/UVR Business Days prior to the date of scheduled payment of any amounts due ("**The Colombian Peso UVR Adjusted Amount**")
- (b) Definitions:

**"COP/UVR Business Day"** means a day on which commercial banks for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market in Bogota and New York City).

**"IPC"** means, with respect to any period, the Colombian Consumer Price Index (*Índice de Precios al Consumidor*) that is published monthly and certified by the National Administrative Department of Statistics (*Departamento Administrativo Nacional de Estadística*) or by any other authority succeeding to its functions and capacities from time to time.

**"Specified Number of COP/UVR Business Days"** shall be as set out in the Issue Terms.

**"UVR"** means Unidad de Valor Real or Unidad de Valor Constante, which, as set out in Article 3 of Law 546 of 1999 of Colombia, is the unit of adjustment to the COP based on the variation of the IPC and expressed as the amount of COP per unit of UVR as published and outstanding at the relevant time on the website of the Colombian Central Bank: (Banco de la República de Colombia): <http://www.banrep.gov.co/es/unidad-valor-real-uvr> under the heading "Unidad de valor real (UVR)", calculated by the Colombian Central Bank in accordance with Resolución Externa No. 13 de 2000.

If the UVR is wholly replaced or substituted entirely for another unit by the Colombian Central Bank, references to UVR will be to the unit replacing or substituting the UVR to the extent that (a) such unit is determined by the Colombian Central Bank, (b) such unit is applicable to commercial transactions and (c) such unit is published on the web site of the Colombian Central Bank or another official publication in Colombia in respect of any given date. In the event (i) UVR is no longer published by or available from the Colombian Central Bank, or (ii) UVR is wholly replaced or substituted entirely for another unit that is not determined by the Colombian Central Bank or (iii) UVR for a determination date is not available on the applicable determination date (such events in (i), (ii) and (iii), a "**UVR Event**"), UVR will be determined by the Calculation Agent (in its sole discretion) and the Calculation Agent may determine that the Notes are redeemed early at the Early Redemption Amount. If the Calculation Agent determines that the Notes are to be redeemed early, the Issuer having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), shall, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at its Early Redemption Amount referred to in General Condition 6(f). Interest will cease to accrue and no further interest will be payable from the Interest Payment Date (or, if none, the Issue Date) immediately preceding such UVR Event.

**"UVR Inflation-Adjusted Notes"** means Notes denominated in Colombian Pesos which is adjusted by reference to UVR Index and in respect of which payment will be made in the Settlement Currency.

**"UVR Index"** means in respect of a COP/UVR Business Day, the result of (a) the UVR on such day divided by (b) the Initial UVR, provided that if "**Floored UVR Index**" is specified in the Final Terms

## **ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS**

as applicable and if the result of such calculation is less than one, the UVR Index shall be one for the purpose of determining the Final Redemption Amount only or determining all payments as specified in the Final Terms.

**"Initial UVR"** means the UVR specified in the Issue Terms.

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

### ANNEX 2

#### ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to Index Linked Notes shall comprise the General Conditions and the additional terms and conditions for Index Linked Notes set out below (the "Index Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Index Linked Conditions, the Index Linked Conditions shall prevail. In the event of any inconsistency between the Index Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.

##### 1. Disrupted Day

The Calculation Agent shall give notice as soon as practicable to the Issuer and the Issuer shall give notice as soon as practicable to the Guarantor, the Principal Paying Agent and the Noteholders in accordance with General Condition 13 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

##### 2. Adjustments to an Index

###### (a) Successor Index Sponsor Calculates and Reports an Index

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "Successor Index 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.

###### (b) Modification and Cessation of Calculation of an Index

If (i) on or prior to the last Automatic Early Redemption Valuation Date, the last Averaging Date, last Knock-in Determination Day, last Knock-out Determination Day, last Observation Date or last Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for, or the method of, calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an "Index Modification"), or permanently cancels a relevant Index and no Successor Index exists (an "Index Cancellation"), or (ii) on an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an "Index Disruption" and, together with an Index Modification and an Index Cancellation, each an "Index Adjustment Event"), then:

(i) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant Settlement Level using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Automatic Early Redemption Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date, 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

(ii) where the Calculation Agent determines that no adjustment has been proposed by the Related Exchange and that no other action will produce a commercially reasonable result, the Issuer, in its sole and absolute discretion may, on giving notice to Noteholders in accordance with General Condition 13:

(A) redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note, taking into account the Index Adjustment Event (the "Calculated Index Adjustment Amount") less the cost to

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Modified Calculated Index Adjustment Amount**"), all as determined by the Calculation Agent in its sole and absolute discretion as soon as practicable following the occurrence of the relevant Index Adjustment Event (the "**Calculated Index Adjustment Amount Determination Date**"); or

- (B) require the Calculation Agent to determine the Calculated Index Adjustment Amount on the Calculated Index Adjustment Amount Determination Date, and redeem each Note on the scheduled Maturity Date by payment of the Calculated Index Adjustment Amount. For avoidance of any doubt, the Calculated Index Adjustment Amount shall not accrue any interest from the date of its calculation to the Maturity Date.

In relation to paragraphs (A) and (B) above, notwithstanding General Condition 4(g), each Note shall cease to bear interest from and including the Calculated Index Adjustment Amount Determination Date and no interest amounts scheduled for payment thereafter (including, for the avoidance of doubt, including any Specified Interest Amounts) shall be payable.

- (iii) Notwithstanding (i) and (ii) above, if there are any options or future contracts of the Index traded on the Related Exchange, the Calculation Agent may instead in its sole and absolute discretion, upon the occurrence of an Index Adjustment Event, make the corresponding adjustments made on any Related Exchange (an "**Exchange Based Adjustment**").

- (c) Notice

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall, as soon as practicable, other than in the case of an Exchange Based Adjustment notify the Issuer of any determination made by it pursuant to paragraph (b) above and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 stating the occurrence of the Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Index Adjustment Event or the proposed action.

### **3. Correction of Index**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the level of an Index, if the relevant level of the Index published on a given day which is used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor, (i) in respect of a Composite Index, no later than five Exchange Business Days following the date of the original publication or, (ii) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the level of the Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### **4. Additional Disruption Events**

- (a) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii) or (if applicable) (iii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the Weighting and/or any of the other terms of the General Conditions, these Index Linked Conditions and/or the Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) redeem the Notes by giving notice to Noteholders in accordance with General Condition 13. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note, 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 Adjustment Amount**"), 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 Noteholders in accordance with General Condition 13; or

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

- (iii) require the Calculation Agent to calculate 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 Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued on the Calculated Additional Disruption Amount on a daily basis from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date, each such daily accrual rate being at a rate equal to Issuer's funding cost on or about the relevant day or (y) if greater, at its nominal amount.
- (b) Upon the occurrence of an Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

### **5. Knock-in Event and Knock-out Event**

- (a) This Index Linked Condition 5 is applicable only if:
  - (i) Knock-in Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
  - (ii) Knock-out Event is specified as applicable in the Issue Terms, in which case any payment under the relevant Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.
- (b) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time the level of the Index triggers the Knock-in Barrier or the Knock-out Barrier, a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level of the Index as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.
- (c) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is any time or period of time other than the Valuation Time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the level of the Index triggers the Knock-in Barrier or the Knock-out Barrier, a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level of the Index as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

### **6. Automatic Early Redemption Event**

If "**Automatic Early Redemption Event**" is specified as applicable in the Issue Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Issue Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

Valuation Date or Automatic Early Redemption Valuation Period, as applicable, and the Issuer shall redeem each Note of a nominal amount equal to the Calculation Amount at an amount in the relevant currency specified in the Issue Terms equal to the relevant Automatic Early Redemption Amount.

### 7. Definitions

**"Additional Disruption Event"** means (i) (unless specified otherwise in the Issue Terms) Change in Law, and (ii) any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow if specified in the Issue Terms.

**"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.

**"Automatic Early Redemption Amount"** means an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Amount set out in the Issue Terms.

**"Automatic Early Redemption Date"** means each date specified as such in the Issue Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

**"Automatic Early Redemption Event"** means the AER Value is (A),

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Trigger (i), (ii), (iii) or (iv) applying or (B) within or outside the Automatic Early Redemption Range, as specified in the Issue Terms.

**"Automatic Early Redemption Trigger"** means the level, amount, number or percentage specified as such in the Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Conditions.

**"Automatic Early Redemption Range"** means the range of levels, amounts, numbers or percentages specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Condition.

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the Issue Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the Automatic Early Redemption Valuation Date shall be delayed in accordance with the corresponding provisions of the definition of Valuation Date which shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

**"Automatic Early Redemption Valuation Period"** means each period specified as such in the Issue Terms;

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the Issue Terms.

**"AER Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1 (*General Definitions*).

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

- (i) if "**Omission**" is specified as applying in the Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Level provided that, if through the operation of this provision no Averaging Dates would occur, then the Averaging Date will not be omitted and the provisions of the definition of "**Valuation Date**" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (ii) if "**Postponement**" is specified as applying in the Issue Terms, then the provisions of the definition of Valuation Date will apply for the purposes of determining the relevant level,

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

- (iii) if "**Modified Postponement**" is specified as applying in the Issue Terms then:
  - (A) where the Notes are Index Linked Notes relating to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined in (C) below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (ii) of the definition of Valuation Date below;
  - (B) where the Notes are Index Linked Notes relating to a Basket of Indices, the Averaging Date for each Index shall be the first succeeding Valid Date in relation to every Index forming part of the Basket of Indices. If the first succeeding Valid Date in relation to every Index forming part of the Basket of Indices has not occurred for a number of consecutive Scheduled Trading days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date) in respect of every Index forming part of the Basket of Indices, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (ii) of the definition of Valuation Date below; and
  - (C) for the purposes of these Terms and Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

**"Basket of Indices"** means a basket composed of each Index specified in the Issue Terms subject to the Weightings.

**"Change of Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) 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 Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant hedge positions relating to an Index and/or (B) the Issuer will incur a materially increased cost in performing its obligations in relation to the Index Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant securities.

**"Clearance System Business Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Component Security"** means, in respect of a Composite Index, each component security of such Index.

**"Composite Index"** means any Index in respect of which the component securities are principally traded on more than one exchange, as determined by the Calculation Agent.

**"Coupon Valuation Time"** means the time specified as such in the applicable Issue Terms.

**"Disrupted Day"** means any day which is:

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

- (i) (A) in the case of a Composite Index, any Scheduled Trading Day on which: (x) the Index Sponsor fails to publish the level of the Index; (y) the Related Exchange fails to open for trading during its regular trading session; or (z) a Market Disruption Event has occurred; or
  - (B) in the case of any Index which is not a Composite Index, any Scheduled Trading Day on which (x) the relevant Exchange and/or any Related Exchange fails to open for trading during their regular trading session or (y) a Market Disruption Event has occurred; or
- (ii) Where Exchange Business Day (Cross Asset Basis) and Scheduled Trading Day (Cross Asset Basis) are specified as applicable in the Issue Terms for (i) Index Linked Notes, (ii) Equity Linked Notes and/or (iii) ETF Linked Notes, a Disrupted Day occurs under and as defined in the Equity Linked Conditions and/or the ETF Linked Conditions.

**"Early Closure"** means:

- (i) in the case of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and
- (ii) in the case of any Index which is not a Composite Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**"Exchange"** means:

- (i) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent; and
- (ii) in the case of any Index which is not a Composite Index, each exchange or quotation system specified as such for such Index in the Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single Index, Exchange Business Day (Single Index Basis) or (ii) in the case of a basket of Indices or other assets, (a) Exchange Business Day (All Indices Basis) or (b) Exchange Business Day (Per Index Basis) or (c) Exchange Business Day (Cross Asset Basis), in each case as specified in the Issue Terms, provided that if no such specification is made in the Issue Terms, Exchange Business Day (All Indices Basis) shall apply.

**"Exchange Business Day (All Indices Basis)"** means any Scheduled Trading Day on which (i) in respect of all Indices other than Composite Indices, each Exchange and each Related Exchange are open for trading during their respective regular trading sessions in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) in respect of all Composite Indices, (a) the Index Sponsor publishes the level of such Composite Indices and (b) each Related Exchange (if any) is open for trading during its regular trading session in respect of such Composite Indices, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Cross Asset Basis)"** means, in respect of a basket of assets, any Scheduled Trading Day on which (i) in respect of all Indices other than Composite Indices, each relevant Exchange and each

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

Related Exchange (if any) is open for trading during its regular trading session in respect of such Indices comprised in the basket (notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time) and (ii) in respect of all Composite Indices, (a) the relevant Index Sponsor publishes the level of such Composite Indices and (b) each Related Exchange (if any) in respect of each Composite Index is open for trading during its regular trading session (notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time) which, in each case, is also an Exchange Business Day under and as defined in the Equity Linked Conditions and/or the ETF Linked Conditions, as applicable.

**"Exchange Business Day (Per Index Basis)"** means in respect of any Index:

- (i) in the case of any Composite Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of such Composite Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time; and
- (ii) in any other case, any Scheduled Trading Day on which the relevant Exchange and Related Exchange in respect of such Index are open for trading during their respective regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Business Day (Single Index Basis)"** means any Scheduled Trading Day on which (i) in respect of all Indices other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (ii) in respect of a Composite Index (a) the relevant Index Sponsor publishes the level of such Composite Index and (b) the relevant Related Exchange, if any, is open for trading during their regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Disruption"** means:

- (i) in the case of any Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (A) any Component Security on the Exchange in respect of such Component Security; or (B) in futures or options contracts relating to such Index on the Related Exchange; and
- (ii) in the case of any Index which is not a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange.

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer, issuing and performing its obligations with respect to the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**"Hedging Shares"** means the number of securities comprised in an Index that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

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

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

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

**"Index"** and **"Indices"** mean, subject to adjustment in accordance with these Index Linked Conditions, the index or indices specified in the Issue Terms and related expressions shall be construed accordingly.

**"Index Correction Period"** means (a) the period specified in the Issue Terms, or (b) if none is so specified, one Settlement Cycle.

**"Index Sponsor"** means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the Issue Terms.

**"Initial Stock Loan Rate"** means, in respect of a security comprised in an Index, the initial stock loan rate specified in relation to such security in the Issue Terms.

**"Knock-in Barrier"** means the level, amount, percentage or number specified as such in the Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Conditions.

**"Knock-in Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Barrier or (B) within or outside the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-in Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range"** means the range of levels, amounts, numbers or percentages specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Conditions;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

**"Knock-in Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Barrier"** means the level, amount, number or percentage specified as such in the Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Conditions.

**"Knock-out Determination Day"** means the date(s) as specified in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means the Knock-out Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

(iv) less than or equal to,

the Knock-out Barrier or (B) within or outside the Knock-out Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-out Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Range"** means the range of levels, amounts, numbers or percentages specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Index Linked Conditions.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

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

**"Market Disruption Event"** means:

- (a) in respect of a Composite Index either:
  - (i) (a) the occurrence or existence, in respect of any Component Security, of:
    - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index would trigger respectively the Knock-in Event or the Knock-out Event or (b) in all other circumstances ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
    - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index would trigger respectively the Knock-in Event or the Knock-out Event or (b) in all other circumstances ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
    - (3) an Early Closure in respect of such Component Security; and
  - (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to such Index, of: (1) a Trading Disruption; (2) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index would trigger respectively the Knock-in Event or the Knock-out Event or (b) in all other circumstances ends at the

## ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

Valuation Time in respect of the Related Exchange; or (3) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market opening data; and

- (b) in the case of Indices other than Composite Indices, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index triggers respectively the Knock-in Barrier or the Knock-out Barrier or (b) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a security included in such Index at any time, then the relevant percentage contribution of that security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

**"Maximum Stock Loan Rate"** means, in respect of a security comprised in an Index, the Maximum Stock Loan Rate specified in the Issue Terms.

**"Observation Date"** means each date specified as an Observation Date in the Issue Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

**"Observation Period"** means the period specified as the Observation Period in the Issue Terms.

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, or each exchange or quotation system specified as such for such Index in the Issue 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 Issue 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.

**"Relevant Level"** means, subject as referred to in relation to Averaging Date, Observation Date, Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day as the case may be in the case of an Index, an amount equal to the official closing level of the Index as calculated and published by the Index Sponsor or, in relation to a Composite Index, the official closing level of such Index as calculated and published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the Issue Terms, the level of the Index determined by the Calculation Agent as set out in the Issue Terms at the Valuation Time on (i) if Averaging is not specified in the Issue Terms, the relevant Settlement Level Date, or (ii) if Averaging is specified in the Issue Terms, each Averaging Date.

**"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 Trading Day"** means either (i) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (ii) in the case of a Basket of Indices, (a) Scheduled Trading Day (All Indices Basis) or (b) Scheduled Trading Day (Per Index Basis) or (c) Scheduled Trading Day (Cross Asset Basis), in each case as specified in

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

the Issue Terms, provided that if no such specification is made in the Issue Terms, Scheduled Trading Day (All Indices Basis) shall apply.

**"Scheduled Trading Day (All Indices Basis)"** means (i) in respect of each Index which is not a Composite Index, any day on which each Exchange and each Related Exchange in respect of each such Index are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of each Composite Index, any day on which (a) the Index Sponsor is scheduled to publish the level of each such Composite Index and (b) each Related Exchange is scheduled to be open for trading during its regular trading session in respect of such Composite Index.

**"Scheduled Trading Day (Cross Asset Basis)"** means, in respect of a basket of assets, any day on which (i) in respect of each Index which is not a Composite Index, each relevant Exchange and each Related Exchange (if any) in respect of each such Index is scheduled to be open for trading during its regular trading session, and (ii) in respect of each Composite Index, (a) the relevant Index Sponsor is scheduled to publish the level of each such Composite Index and (b) each Related Exchange (if any) in respect of such Composite Index is scheduled to be open for trading during its regular trading session which, in each case, is also a Scheduled Trading Day under and as defined in the Equity Linked Conditions and/or the ETF Linked Conditions, as applicable.

**"Scheduled Trading Day (Per Index Basis)"** means:

- (i) in respect of an Index other than a Composite Index, any day on which the relevant Exchange and Related Exchange in respect of such Index are scheduled to be open for trading for their respective regular trading session(s); and
- (ii) in respect of any Composite Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

**"Scheduled Trading Day (Single Index Basis)"** means any day on which (i) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of a Composite Index (a) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (b) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index.

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

**"Screen Page"** means the page specified in the Issue Terms, or any successor page or service thereto.

**"Settlement Cycle"** means, in respect of an Index, the period of Clearance System Business Days following a trade in the securities comprising such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Level"** means, and subject as referred to in Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date, as the case may be:

- (i) in the case of Index Linked Notes relating to a single Index, (i) if Averaging is not specified in the Issue Terms, the Relevant Level for the relevant Settlement Level Date, or (ii) if Averaging is specified in the Issue Terms, the arithmetic mean of the Relevant Levels of the Index on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner; and
- (ii) in the case of Index Linked Notes relating to a Basket of Indices, (i) if Averaging is not specified in the Issue Terms, the Relevant Level for the relevant Settlement Level Date, or (ii) if Averaging is specified in the Issue Terms, the arithmetic mean of the Relevant Levels of the Basket of Indices on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

**"Settlement Level Date"** means the Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

**"Specified Maximum Days of Disruption"** means five (5) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the Issue Terms.

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

"**Strike Date**" means the Strike Date specified in the Issue Terms, as may be adjusted in accordance with the definition of "Valuation Date" below, provided that:

in the case of Index Linked Notes relating to a Basket of Indices, if the Strike Date for any Index forming part of the Basket of Indices is specified to be the Trade Date (subject, for the avoidance of doubt, to any adjustments relating to the Strike Date that are set out in the Issue Terms) then:

(i) if the Strike Date for any Index forming part of the Basket of Indices is not a Scheduled Trading Day, the Strike Date for such Index shall be the first succeeding Scheduled Trading Day; unless (ii) in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Strike Date for such Index, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Index forming part of the Basket of Indices unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date is a Disrupted Day in respect of such Index.

In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the relevant Index, notwithstanding the fact that such day is a Disrupted Day with respect to such Index, and (ii) the Calculation Agent shall determine the Settlement Level using the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted level as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

"**Strike Day**" means each date specified as such in the applicable Issue Terms.

"**Strike Period**" means the period specified as the Strike Period in the Issue Terms.

"**Trading Disruption**" means:

- (i) in the case of an Index which is not a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange(s) or (b) in futures or options contracts relating to such Index on any relevant Related Exchange; and
- (ii) in the case of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

"**Valuation Date**" means the Coupon Valuation Date, Strike Date and/or the Redemption Valuation Date, as the case may be, specified in the Issue Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (i) in the case of Index Linked Notes relating to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Level by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted level as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

## **ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES**

- (ii) in the case of Index Linked Notes relating to a Basket of Indices, the Valuation Date for each Index, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of any Index forming part of the Basket of Indices unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day in respect of Index of the Basket of Indices. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for each Index of the Basket of Indices, notwithstanding the fact that such day is a Disrupted Day with respect to any Index, and (ii) the Calculation Agent shall determine the Settlement Level using the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted level as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

**"Valuation Time"** means:

- (i) the Coupon Valuation Time or the Valuation Time, as the case may be, specified in the Issue Terms; or
- (ii) if not specified in the Issue Terms:
  - (A) in the case of a Composite Index, means in respect of such Index: (A) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (y) in respect of any options contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (B) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or
  - (B) in the case of any Index which is not a Composite Index, means the Scheduled Closing Time on the Exchange on the relevant date. If the Exchange closes prior to its Scheduled Closing Time and the specified Coupon Valuation Time or Valuation Time, as the case may be, is after the actual closing time for its regular trading session, then the Coupon Valuation Time or Valuation Time, as the case may be, shall be such actual closing time.

**"Weighting"** means the weighting (if any) to be applied to each item comprising the Basket of Indices if, and as specified in the Issue Terms or if no such weighting is so specified then no weighting shall apply to any such item.

### **8. Index Disclaimer**

The Index Linked Notes are not sponsored, endorsed, sold or promoted by any Index or any 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 the Index Linked Notes. The Issuer shall have no liability to the Noteholders 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, neither the Issuer nor 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 Indices 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, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

### ANNEX 3

#### ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to Equity Linked Notes shall comprise the General Conditions and the additional terms and conditions for Equity Linked Notes set out below (the "Equity Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Equity Linked Conditions, the Equity Linked Conditions shall prevail. In the event of any inconsistency between the Equity Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.

##### 1. Disrupted Day

The Calculation Agent shall give notice as soon as practicable to the Issuer and the Issuer shall give notice as soon as practicable to the Guarantor, the Principal Paying Agent and the Noteholders in accordance with General Condition 13 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

##### 2. Depositary Receipts

###### (a) Application of Depositary Receipt provisions

If "Depositary Receipt provisions" are specified as applicable in the Issue Terms, for the purposes of these Equity Linked Conditions in relation to each relevant Depositary Receipt:

- (i) references to "**Share**" or "**Shares**" shall be deemed to include an ordinary share or ordinary shares or other relevant equity securities, as the case may be, of the Share Company or Basket Company to which the relevant Depositary Receipts specified in the Issue Terms relate;
- (ii) references to "**Exchange**" shall, in the context of the ordinary shares or other relevant equity securities of the Share Company or Basket Company, be deemed to be references to the Share Exchange specified in the Issue Terms;
- (iii) references to "**Share Company**" or "**Basket Company**" shall, in the context of a Depositary Receipt, be deemed to include references to the issuer or obligor of the Depositary Receipts;
- (iv) with respect to Depositary Receipts only, the following additional event shall constitute a Potential Adjustment Event for the purposes of Equity Linked Condition 3;  
"a distribution in respect of the Shares of property other than cash, shares or rights relating to any Shares to the holder(s) of the Shares"; and
- (v) with respect to Depositary Receipts only, the following events shall constitute Additional Disruption Events for the purposes of Equity Linked Condition 5:
  - (A) a Termination; and
  - (B) an Adjustment Event.

###### (b) Definitions specific to Depositary Receipts

**"Adjustment Event"** means (a) the terms and conditions of the Depositary Receipts have been altered or any adjustment or modification has been made pursuant to such terms and conditions (in each case whether by the Share Company or Basket Company or any party having influence over such terms and conditions) or the Depositary Receipts are converted into other securities and/or (b) the aggregate amounts (or currency thereof) to which a holder is entitled under the Depositary Receipts are altered.

**"Depositary Receipt"** means a depositary receipt relating to ordinary shares or other relevant equity securities issued by a Share Company or Basket Company, as specified in the Issue Terms, subject to adjustment pursuant to the provisions specified in Equity Linked Conditions 3 and 4.

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

"**Termination**" means, in relation to an issue of Depositary Receipts, such issue has been terminated, cancelled or otherwise ceased to be outstanding for any reason. This shall include, without limitation, the termination of the deposit agreement in respect of the Shares and/or written instructions being given by the Share Company or Basket Company to the depositary of the Shares to withdraw or surrender the Shares.

### **3. Potential Adjustment Events and Extraordinary Events**

#### **(a) Potential Adjustment Events**

##### **(i) "Potential Adjustment Event"** means any of the following:

- (A) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
  - (B) a distribution, issue or dividend to existing holders of the relevant Shares of (a) such Shares or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
  - (C) an extraordinary dividend as determined by the Calculation Agent;
  - (D) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;
  - (E) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
  - (F) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent;
  - (G) any adjustment effected as a result of any shareholder rights plan or arrangement as described in 3(a)(i)(D) above; or
  - (H) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative or other effect on the theoretical value of the relevant Shares.
- (ii) "**Potential Adjustment Event Effective Date**" means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant Basket Company or Share Company, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.
- (iii) Following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange ("**Exchange Based Adjustment**") to options on the Shares traded on that options exchange.

- (iv) Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall, other than where Exchange Based Adjustment applies notify the Issuer as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13, stating the occurrence of the Potential Adjustment Event, giving details thereof and the adjustment to be taken in relation thereto, provided that any failure to give or non-receipt of such notice will not affect the validity of such Potential Adjustment Event or Potential Adjustment Event Effective Date or the adjustment in relation thereto.

(b) Extraordinary Events

The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Tender Offer (unless Tender Offer is specified as not applicable in the Issue Terms), or, if specified as applicable in the Issue Terms, Illiquidity, Listing Change or Listing Suspension, as the case may be, shall be deemed to be an "**Extraordinary Event**", the consequences of which are set forth below:

**"De-Listing"** means, in respect of any relevant Shares, that the Exchange announces pursuant to the rules of such Exchange, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

**"Illiquidity"** means, in respect of Equity Linked Notes that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days falling after the Issue Date (the "Relevant Period"), (a) the difference between the bid prices and the ask prices in respect of any relevant Share during the Relevant Period is greater than 1 per cent. (on average), and/or (b) the average purchase price or the average selling price, (each of (a) and (b) determined by the Calculation Agent from the order book of the relevant Share on the relevant Exchange during the Relevant Period), in relation to the purchase or sale of Shares with a value equal to or greater than EUR 10,000.00 (or its equivalent in any other currency as determined by the Calculation Agent at such time and by reference to such sources as it determines appropriate), is greater than MID plus 1 per cent. of MID (in relation to a purchase of Shares) or lower than the MID minus 1 per cent. of MID (in relation to a sale of Shares). For these purposes, "MID" means an amount equal to (a) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (b) divided by two.

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Basket Company or Share Company, as the case may be, (i) all the Shares of that Basket Company or Share Company, as the case may be, are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

**"Listing Change"** means, in respect of any relevant Shares, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the listing compartment or the relevant market of the Exchange on which such Shares were listed, traded or publicly quoted on the Issue Date, for any reason (other than a Merger Event or Tender Offer or where this is a De-Listing).

**"Listing Suspension"** means, in respect of any relevant Shares, that the listing of such Shares on the Exchange has been suspended (other than where this is a De-Listing).

**"Merger Event"** means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Basket Company or Share Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Basket Company or Share Company, as the case may be, that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Basket Company or its subsidiaries or the Share Company or its subsidiaries, as the case may be, with or into another entity in which the Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the relevant Extraordinary Event Effective Date is on or before (a) in the case of Cash Settled Notes, the latest of the last occurring Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date or, where Averaging is specified in the Issue Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date.

"**Nationalisation**" means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised, expropriated or are otherwise transferred to any governmental agency, authority, entity or instrumentality thereof.

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 30 per cent. and less than 100 per cent. (the "**Percentage Range**") of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

(c) Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Share or a Basket of Shares, the Issuer in its sole and absolute discretion may take the action described in (i) to (iii) below in respect of a Note relating to a Share or a Basket of Shares, and the actions described in (iv) or (v) below in respect of a Note relating to a Basket of Shares only:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms to account for the relevant Extraordinary Event, and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event made by any options exchange to options on the Shares traded on that options exchange. In addition, in relation to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares in accordance with the provisions of sub-paragraph (v) below;
- (ii) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

- (iii) where the Calculation Agent determines that no adjustment has been proposed by the Options Exchange and that no other action will produce a commercially reasonable result, the Issuer, in its sole and absolute discretion may, on giving notice to Noteholders in accordance with General Condition 13,
  - (A) redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note taking into account the relevant Extraordinary Event (the "**Calculated Extraordinary Event Amount**"), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Modified Calculated Extraordinary Event Amount**"), all as determined by the Calculation Agent in its sole and absolute discretion as soon as practicable following the occurrence of the relevant Extraordinary Event (the "**Calculated Extraordinary Event Amount Determination Date**"), or
  - (B) require the Calculation Agent to determine the Calculated Extraordinary Event Amount on the Calculated Extraordinary Event Amount Determination Date, and redeem each Note on the scheduled Maturity Date by payment of the Calculated Extraordinary Event Amount. For avoidance of any doubt, the Calculated Extraordinary Event Amount shall not accrue any interest from the date of its calculation to the Maturity Date.

In relation to paragraphs (A) and (B) above, notwithstanding General Condition 4(g), each Note shall cease to bear interest from and including the Calculated Index Adjustment Amount Determination Date and no interest amounts scheduled for payment thereafter (including, for the avoidance of doubt, including any Specified Interest Amounts) shall be payable.

- (iv) in the case of Equity Linked Notes relating to a Basket of Shares, redeem the Notes in part by giving notice to Noteholders in accordance with General Condition 13. If the Notes are so redeemed in part, the portion (the "**Redeemed Amount**") of each Note representing the affected Share(s) shall be redeemed and the Issuer will:
  - (A) pay to each Noteholder in respect of each Note held by him an amount equal to the fair market value of the Redeemed Amount, taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and
  - (B) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms to account for such redemption in part. For the avoidance of doubt the remaining part of each Note after such cancellation and adjustment shall remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13;
- (v) in the case of Equity Linked Notes relating to a Basket of Shares, on or after the relevant Extraordinary Event Effective Date, require the Calculation Agent to adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each, a "**Substitute Share**") for each Share (each, an "**Affected Share**") of each Basket Company (each, an "**Affected Basket Company**") which is affected by such Extraordinary Event and the Substitute Share will be deemed to be a "**Share**", and the issuer of such shares a "**Basket Company**", for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to an initial price (the "**Initial Price**") of the Affected Share, the relevant Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

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

where:

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

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

"C" is the fair market value of the relevant Affected Share on the Substitution Date (which may, where available, be determined by reference to the official closing price of the Affected Share on the relevant Exchange and/or such other source(s) as the Calculation Agent determines appropriate).

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

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

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

- (A) where the relevant Extraordinary Event is a Merger Event or a Tender Offer and the relevant share is not already included in the Basket of Shares, the relevant share shall be an ordinary share of the entity or person (other than the Affected Basket Company) involved in the Merger Event or the making of the Tender Offer, that is, or that as of the relevant Extraordinary Event Effective Date (i) is promptly scheduled to be, publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (ii) is not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (B) where (i) above does not apply, including in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:
  - (1) the issuer of the share shall, to the extent possible, belong to the same economic sector as the Affected Basket Company and shall not already be included in the Basket of Shares; and
  - (2) the issuer of the share shall, to the extent possible, have a comparable market capitalisation, international standing and exposure as the Affected Basket Company in respect of the Affected Share.

Upon the occurrence of an Extraordinary Event, if the Issuer determines that an adjustment in accordance with the above provisions is necessary it shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 stating the occurrence of the Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto, including, in the case of a Share substitution, the identity of the Substitute Shares and the Substitution Date, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Extraordinary Event or the proposed action.

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

### 4. Correction of Share Price

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the price of a Share, if the relevant price of the relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the Share Correction Period of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the price of a Share will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### 5. Additional Disruption Events

- (a) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i), (ii), (iii) or, in the case of Notes linked to a Basket of Shares only, (iv) below:
  - (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
  - (ii) redeem the Notes by giving notice to Noteholders in accordance with General Condition 13. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note 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**"), 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 Noteholders in accordance with General Condition 13; or
  - (iii) require the Calculation Agent to calculate 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 Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued on the Calculated Additional Disruption Amount on a daily basis from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date, each such daily accrual being at a rate equal to Issuer's funding cost on or about the relevant day or (y) if greater its nominal amount; or
  - (iv) in the case of Notes linked to a Basket of Shares, require Calculation Agent to adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and the Substitute Share will be deemed to be a "**Share**" and the issuer of such shares a "**Basket Company**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these Equity Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to an initial price (the "**Initial Price**") of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

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

where:

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

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

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

"**C**" is the fair market value of the relevant Affected Share on the Substitution Date (which may, where available, be determined by reference to the official closing price of the Affected Share on the relevant Exchange and/or such other source(s) as the Calculation Agent determines appropriate).

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

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

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

- (i) is not already included in the Basket of Shares;
  - (ii) the Issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and
  - (iii) the Issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.
- (b) Upon the occurrence of an Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13 stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the proposed action.

### **6. Knock-in Event and Knock-out Event**

- (a) This Equity Linked Condition 6 is applicable only if:
  - (i) Knock-in Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
  - (ii) Knock-out Event is specified as applicable in the Issue Terms, in which case any payment under the relevant Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.
- (b) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each Affected Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

- (c) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is any time or period of time other than the Valuation Time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins or ends at the time at which the price of the Share would otherwise have triggered the Knock-in Event or the Knock-out Event, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each Affected Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

### 7. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Issue Terms, then, unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as applicable, if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Issue Terms, an Automatic Early Redemption Event occurs, the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or Automatic Early Redemption Valuation Period, as applicable and the Issuer shall redeem each Note of a nominal amount equal to the Calculation Amount at an amount equal to the relevant Automatic Early Redemption Amount.

### 8. Definitions

"Additional Disruption Event" means (i) (unless specified otherwise in the Issue Terms) Change of Law, (ii) Failure to Deliver (in the case of Notes to be redeemed by delivery), or (iii) any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Stop-Loss Event, and/or Loss of Stock Borrow, if specified in the Issue Terms.

"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.

"Automatic Early Redemption Amount" an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Amount set out in the Issue Terms.

"Automatic Early Redemption Date" means each date specified as such in the Issue Terms, or if such date is not a Business Day, the next following Business Day and no Noteholder shall be entitled to any interest or further payment in respect of any such delay.

"Automatic Early Redemption Event" means the AER Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Trigger,

(i), (ii), (iii) or (iv) applying or (B) within or outside the Automatic Early Redemption Range, as specified in the Issue Terms.

"Automatic Early Redemption Range" means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these Equity Linked Conditions.

"Automatic Early Redemption Trigger" means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment as provided in these Equity Linked Conditions.

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

"**Automatic Early Redemption Valuation Date**" means each date specified as such in the Issue Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"**Automatic Early Redemption Valuation Period**" means each period specified as such in the Issue Terms.

"**Automatic Early Redemption Valuation Time**" has the meaning given it in the Issue Terms.

"**AER Value**" has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

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

- (i) If "**Omission**" is specified as applying in the Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price provided that if through the operation of this provision no Averaging Dates would occur, then the provisions of the definition of Valuation Date will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (ii) if "**Postponement**" is specified as applying in the Issue Terms, then the provisions of the definition of Valuation Date will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (iii) if "**Modified Postponement**" is specified as applying in the Issue Terms then:
  - (A) where the Notes are Equity Linked Notes relating to a single share, the Averaging Date shall be the first succeeding Valid Date (as defined in (iii) below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (ii) of the definition of Valuation Date below;
  - (B) where the Notes are Equity Linked Notes relating to a Basket of Shares, the Averaging Date for each Share shall be the first succeeding Valid Date in relation to every Share forming part of the Basket of Shares. If the first succeeding Valid Date in relation to every Share forming part of the Basket of Shares has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) such Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of every Share, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (ii) of the definition of Valuation Date below; and
  - (C) for the purposes of these Terms and Conditions, "Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur.

"**Basket Company**" means each company specified as such in the Issue Terms; and

"**Basket Companies**" means all such companies.

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

**"Basket of Shares"** means (i) a basket composed of Shares of each Basket Company specified in the Issue Terms in the Weightings or numbers of Shares of each Basket Company specified in the Issue Terms.

**"Change of Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) 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 Issuer determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Share and/or (B) it will incur a materially increased cost in performing its obligations in relation to the Equity Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant Share.

**"Clearance System Business Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Coupon Valuation Time"** means the time specified as such in the applicable Issue Terms.

**"Disrupted Day"** means any Scheduled Trading Day on which:

- (i) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session;
- (ii) a Market Disruption Event has occurred; or
- (iii) where Exchange Business Day (Cross Asset Basis) and Scheduled Trading Day (Cross Asset Basis) are specified as applicable in the Issue Terms for (i) Equity Linked Notes, (ii) Index Linked Notes and/or (iii) ETF Linked Notes, a Disrupted Day occurs under and as defined in the Index Linked Conditions and/or ETF Linked Conditions.

**"Early Closure"** means the closure on any Exchange Business Day of relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the **"Valuation Time"** on such Exchange Business Day.

**"Exchange"** means, in respect of a Share, each exchange or quotation system specified as such for such Share in the Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single Share, Exchange Business Day (Single Share Basis) or (ii) in the case of a basket of Shares or other assets, (a) Exchange Business Day (All Shares Basis) or (b) Exchange Business Day (Per Share Basis) or (c) Exchange Business Day (Cross Asset Basis), in each case as specified in the Issue Terms, provided that if no such specification is made in the Issue Terms, Exchange Business Day (All Shares Basis) shall apply.

**"Exchange Business Day (All Shares Basis)"** means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Cross Asset Basis)"** means, in respect of a basket of assets, any Scheduled Trading Day on which each relevant Exchange and each Related Exchange (if any) in respect of all Shares comprised in the basket of assets is open for trading during its regular trading session (notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time) which is also an Exchange Business Day under and as defined in the Index Linked Conditions and/or the ETF Linked Conditions.

**"Exchange Business Day (Per Share Basis)"** means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and Related Exchange in respect of such Share is open for trading during its

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

respective regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Single Share Basis)"** means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Disruption"** means, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Share on any relevant Related Exchange.

**"Extraordinary Event Effective Date"** means, in respect of an Extraordinary Event, the date on which such Extraordinary Event occurs, as determined by the Calculation Agent in its sole and absolute discretion.

**"Failure to Deliver"** means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Shares.

**"Hedging Disruption"** means that the Issuer or any of its 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 Issuer issuing and performing its obligations with respect to the Notes, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**"Hedging Shares"** means the number of Shares that the Issuer or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

**"Increased Cost of Hedging"** means that the Issuer or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (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 Issuer, issuing and performing its obligations with respect to the Notes, 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 Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

**"Increased Cost of Stock Borrow"** means that the Issuer or any of its Affiliates would incur a rate to borrow any Share that is greater than the Initial Stock Loan Rate.

**"Initial Stock Loan Rate"** means, in respect of a Share, the initial stock loan rate specified in relation to such Share in the Issue Terms.

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

**"Knock-in Barrier"** means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Equity Linked Conditions.

**"Knock-in Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Barrier or (B) within or outside the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-in Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Equity Linked Conditions.

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

**"Knock-in Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Barrier"** means the price, amount, percentage or number specified as such in the Issue Terms subject to adjustment from time to time in accordance with the provisions of these Equity Linked Conditions.

**"Knock-out Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means the Knock-out Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-out Barrier or (B) within or outside the Knock-out Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-out Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions of these Equity Linked Conditions.

**"Knock-out Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

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

## ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES

**"Market Disruption Event"** means, in relation to Equity Linked Notes relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent in its sole and absolute discretion, determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event, begins or ends at the time when the level of the relevant Share triggers respectively the occurrence of the Knock-in Event or the Knock-out Event or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure.

**"Maximum Stock Loan Rate"** means, in respect of a Share, the Maximum Stock Loan Rate specified in the Issue Terms.

**"Observation Date"** means each date specified as an Observation Date in the Issue Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

**"Observation Period"** means the period specified as the Observation Period in the Issue Terms.

**"Related Exchange"** means, in relation to a Share, each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded, or each exchange or quotation system specified as such for such Share in the Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "**All Exchanges**" is specified as the Related Exchange in the Issue Terms, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

**"Relevant Price"** means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be, in the case of a Share, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Issue Terms) quoted on the relevant Exchange for such Share on (i) if Averaging is not specified in the Issue Terms, the relevant Settlement Price Date, or (ii) if Averaging is specified in the Issue Terms, the relevant Averaging Date or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Issue Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the Issue Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or Averaging Date, as the case may be, if so specified in the Issue Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide.

**"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 Trading Day"** means either (i) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (ii) in the case of a Basket of Shares, (a) Scheduled Trading Day (All Shares Basis) or (b) Scheduled Trading Day (Per Share Basis) or (c) Scheduled Trading Day (Cross Asset Basis), in each case as specified in the Issue Terms, provided that if no such specification is made in the Issue Terms, Scheduled Trading Day (All Shares Basis) shall apply.

**"Scheduled Trading Day (All Shares Basis)"** means, in respect of a Basket of Shares, any day on which each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares for their respective regular trading sessions.

**"Scheduled Trading Day (Cross Asset Basis)"** means, in respect of a basket of assets, any day on which each Exchange and each Related Exchange (if any) in respect of all Shares comprised in the basket of assets is

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

scheduled to be open for trading for its regular trading session which is also a Scheduled Trading Day for the purpose of the Index Linked Conditions and/or the ETF Linked Conditions, as applicable.

**"Scheduled Trading Day (Per Share Basis)"** means in respect of a Basket of Shares, any day on which the relevant Exchange and Related Exchange in respect of such Share are scheduled to be open for trading for their respective regular trading sessions.

**"Scheduled Trading Day (Single Share Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

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

**"Screen Page"** means the page specified in the Issue Terms, or any successor page or service thereto.

**"Settlement Cycle"** means, in respect of a Share, the period of Clearance System Business Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Price"** means, subject as referred to in relation to any Automatic Early Redemption Valuation Date, Averaging Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be:

- (i) in the case of Equity Linked Notes relating to a single Share, (A) if Averaging is not specified in the Issue Terms, the Relevant Price for the relevant Settlement Price Date, or (B) if Averaging is specified in the Issue Terms, the arithmetic mean of the Relevant Prices of the Share on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner; and
- (ii) in the case of Equity Linked Notes relating to a Basket of Shares, (A) if Averaging is not specified in the Issue Terms, the Relevant Price for the relevant Settlement Price Date, or (ii) if Averaging is specified in the Issue Terms, the arithmetic mean of the Relevant Prices for each Share in the Basket of Shares on each Averaging Date, all as determined by or on behalf of the Calculation Agent in a commercially reasonable manner.

**"Settlement Price Date"** means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

**"Shares"** and **"Share"** mean in the case of an issue of Notes relating to a Basket of Shares, each share and, in the case of an issue of Notes relating to a single Share, the share specified in the Issue Terms and related expressions shall be construed accordingly.

**"Share Company"** means, in the case of an issue of Notes relating to a single Share, the company that has issued such Share.

**"Share Correction Period"** means (i) the period specified in the Issue Terms, or (ii) if none is so specified, one Settlement Cycle.

**"Specified Maximum Days of Disruption"** means five (5) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the Issue Terms.

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

**"Strike Date"** means the Strike Date specified in the Issue Terms, as may be adjusted in accordance with the definition of "Valuation Date" below, provided that:

in the case of Equity Linked Notes relating to a Basket of Shares, if the Strike Date for any share forming part of the Basket of Shares is specified to be the Trade Date (subject, for the avoidance of doubt, to any adjustments relating to the Strike Date that are set out in the Issue Terms) then:

(i) if the Strike Date for any Share forming part of the Basket of Shares is not a Scheduled Trading Day, the Strike Date for such Share shall be the first succeeding Scheduled Trading Day; unless (ii) in the opinion of the

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Strike Date for such Share, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Share forming part of the Basket of Shares unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date is a Disrupted Day in respect of such Share.

In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the relevant Share, notwithstanding the fact that such day is a Disrupted Day with respect to such Share, and (ii) the Calculation Agent shall determine the price of that Share as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating such price last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each Share comprised in that Basket of Shares (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant Share on the last such consecutive Scheduled Trading Day, its good faith estimate of the price for the relevant Share as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

"**Strike Day**" means each date specified as such in the applicable Issue Terms.

"**Strike Period**" means the period specified as the Strike Period in the Issue Terms.

"**Trading Disruption**" means, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share or (b) in futures or options contracts relating to such Share on any relevant Related Exchange.

"**Valuation Date**" means the Coupon Valuation Date, Strike Date and/or Redemption Valuation Date, as the case may be, specified in the Issue Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (i) in the case of Equity Linked Notes relating to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price in the manner set out in the Issue Terms or, if not set out or if not practicable, determine the Settlement Price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (ii) in the case of Equity Linked Notes relating to a Basket of Shares, the Valuation Date for each Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of any Shares forming part of the Basket of Shares unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Share of the Basket of Shares. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for each Share of the Basket of Shares, notwithstanding the fact that such day is a Disrupted Day with respect to any Share, and (ii) the Calculation Agent shall determine the Settlement Price using, in relation to the relevant Affected Share, the level or value as applicable, determined in the manner set out in the Issue Terms, and, in the case of a Share, a price determined in the manner set out in the Issue Terms or, if not set out or if not practicable, using its good faith estimate of the value for the Affected Share as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

"**Valuation Time**" means Coupon Valuation Time or the Valuation Time, as the case may be, specified in the Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share to be valued provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Coupon Valuation Time or the Valuation Time, as the case may be, shall be such actual closing time.

## **ADDITIONAL TERMS AND CONDITIONS FOR EQUITY LINKED NOTES**

"**Weighting**" means the weighting to be applied to each item of the Basket of Shares as specified in the Issue Terms or if no weighting is so specified then no weighting shall apply to any such item.

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

### ANNEX 4

#### ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to ETF Linked Notes shall comprise the General Conditions and the additional terms and conditions for ETF Linked Notes linked to one or more ETFs set out below (the "ETF Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the ETF Linked Conditions, the ETF Linked Conditions shall prevail. In the event of any inconsistency between the ETF Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.

#### 1. Disrupted Day

The Calculation Agent shall give notice as soon as practicable to the Issuer and the Issuer shall give notice as soon as practicable to the Guarantor, the Principal Paying Agent and the Noteholders in accordance with General Condition 13 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

#### 2. Potential ETF Events and Extraordinary ETF Events

##### (a) Potential ETF Events

- (i) "**Potential ETF Events**" means any of the following:
- (A) a subdivision, consolidation, or reclassification of relevant ETF Shares or a free distribution or dividend of any such ETF Shares to existing holders by way of bonus, capitalisation or similar issue;
  - (B) a distribution, issue or dividend to existing holders of the relevant ETF Shares of (A) such ETF Shares or (B) other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such ETF Shares; (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF, as a result of a spin-off or other similar transaction; or (D) any of other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
  - (C) an extraordinary dividend as determined by the Calculation Agent;
  - (D) a call by an ETF in respect of relevant ETF Shares that are not fully paid; and
  - (E) a repurchase by the ETF or its subsidiaries of relevant ETF Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
  - (F) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETF Shares.
- (ii) "**Potential ETF Event Effective Date**" means, in respect of a Potential ETF Event, the date on which such Potential ETF Event is announced by the relevant ETF, as determined by the Calculation Agent in its sole and absolute discretion.
- (iii) Following the declaration by the ETF of the terms of any Potential ETF Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential ETF Event has a diluting or concentrative effect on the theoretical value of the ETF Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these ETF Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETF Share) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

by reference to the adjustment in respect of such Potential ETF Event made by an options exchange ("ETF Exchange Based Adjustment") to options on the ETF Shares traded on that options exchange.

- (iv) Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall, other than where ETF Exchange Based Adjustment applies, notify the Issuer as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 13, stating the occurrence of the Potential ETF Event, giving details thereof and the adjustment to be taken in relation thereto, provided that any failure to give or non-receipt of such notice will not affect the validity of such Potential ETF Event or Potential ETF Event Effective Date or the adjustment in relation thereto.

(b) Extraordinary ETF Events

"Extraordinary ETF Event" means, in the determination of the Calculation Agent, the occurrence at any time on or after the Issue Date of any of the following events and any applicable Additional Extraordinary ETF Event:

- (i) the ETF or any ETF Service Provider (i) ceases trading and/or, in the case of any ETF Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage or any other relevant business (as applicable), (ii) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger), (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above;
- (ii) the occurrence of any Merger Event or Tender Offer (unless Tender Offer is specified as not applicable in the Issue Terms), where:

"Merger Event" means, in respect of any relevant ETF Shares, any (i) reclassification or change of such ETF Shares that results in a transfer of or an irrevocable commitment to transfer all of such ETF Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of an ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in a reclassification or change of all of such ETF Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding ETF Shares of the ETF that results in a transfer of or an irrevocable commitment to transfer all such ETF Shares (other than such ETF Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF or its subsidiaries with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such ETF Shares outstanding but results in the outstanding ETF Shares (other than ETF Shares owned or controlled by such other entity) immediately prior to such event collectively

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

representing less than 50 per cent. of the outstanding ETF Shares immediately following such event, in each case if the date of the occurrence of the Extraordinary ETF Event is on or before (a) in the case of Cash Settled Notes, the latest of the last occurring Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, Observation Date or Valuation Date or, where Averaging is specified in the Issue Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date; and

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 30 per cent. and less than 100 per cent. (the "**Percentage Range**") of the outstanding voting shares of the ETF, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

- (iii) (a) an allegation of criminal or fraudulent activity is made in respect of the ETF, or any ETF Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (b) the commencement or threat of any investigative, judicial, administrative, regulatory or other civil or criminal proceedings against the ETF, any ETF Service Provider or any key personnel of such entities, if such allegation, determination, suspicion or proceedings could (in the opinion of the Calculation Agent) have an adverse impact on a Hedge Provider's rights or obligations in relation to hedging activities in respect of the Notes or could materially affect the value of the ETF Shares;
- (iv) any ETF Service Provider or other agent or entity fulfilling such role, howsoever described in the ETF Documents as at the Issue Date, ceases to act in such capacity in relation to the ETF and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent;
- (v) (i) any of the investment objectives, investment restrictions or investment process (howsoever described) of the ETF are modified from that set out in the ETF Documents except where such change is of a formal, minor or technical nature or (ii) a material modification of the type of assets in which the ETF invests (including but not limited to a material deviation from the investment objectives, investment restrictions or investment process (howsoever described) set out in the ETF Documents);
- (vi) a material modification of the ETF (including but not limited to a modification of the ETF Documents) or a material modification of the method of calculating the net asset value per ETF Share (if any), or any change in the period or timing of the calculation or the publication of the net asset value per ETF Share (if any) or the occurrence of any event which in the determination of the Calculation Agent has or may have an adverse impact on the ETF or investors in the ETF (including, without limitation, the suspension of the net asset value per ETF Share (if any)), in each case other than a modification or event which does not affect the ETF Shares or the ETF or any portfolio of assets to which the ETF Share relate (either alone or in common with other ETF Shares issued by the ETF);
- (vii) any ETF Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio of the ETF;
- (viii) (i) the occurrence of any event affecting a ETF Share that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of the relevant ETF Share; (ii) any failure of the ETF, or its authorised representative, to deliver, or cause to be delivered, (1) information that the ETF has agreed to deliver, or cause to be delivered to the Calculation Agent or Hedge Provider, or (2) information that has been previously delivered to any Hedge Provider or the Calculation Agent, as applicable, in accordance with the ETF's, or its authorised representative's, normal practice and that any Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such ETF's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the relevant ETF Share;

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

- (ix) a reduction of the ETF's aggregate value or the reduction of the ETF's aggregate net asset value under an amount that, in the reasonable opinion of the Calculation Agent, has, or is likely to have, a significant effect on the management conditions of the ETF and/or its operating expenses or would increase the proportion of ETF Shares held, or likely to be held, by the Issuer, Guarantor or Hedge Provider to such extent that the full redemption in one single order of the ETF Shares held by the Issuer, Guarantor or Hedge Provider is likely to be impaired;
- (x) (i) any relevant activities of or in relation to the ETF or the ETF Service Providers are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, (ii) a relevant authorisation or licence is revoked or is under review by a competent authority in respect of the ETF or the ETF Service Providers, (iii) the ETF is required by a competent authority to redeem any ETF Shares and/or (iv) the Issuer, the Guarantor and/or any Hedge Provider is required by a competent authority, the ETF or any other relevant entity to dispose of or compulsorily redeem any ETF Shares held in connection with any hedging arrangements relating to the Notes;
- (xi) (i) the non-execution or partial-execution by the ETF for any reason of a subscription or redemption order in respect of any ETF Shares (including, for the avoidance of any doubt, any non-execution by the ETF pending completion of its fiscal audit), if such non-execution or partial execution could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (ii) the ETF otherwise suspends or refuses transfers of any of its ETF Shares as described in the ETF Documents, (iii) if applicable, the ETF ceases to be an undertaking for collective investments under the relevant jurisdiction's legislation, (iv) the ETF otherwise suspends or refuses redemptions of any of its ETF Shares (including, without limitation, if the ETF applies any gating, deferral, suspension or other similar provisions permitting the ETF to delay or refuse redemption or transfer of ETF Shares) as described in the ETF Documents, (v) the ETF imposes in whole or in part any restriction (including, without limitation, any redemption *in specie*), charge or fee in respect of a redemption or subscription of its ETF Shares by the Issuer or any Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed ETF Shares, if in any case it could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (vi) a mandatory redemption, in whole or in part, of the ETF Shares is imposed by the ETF on any one or more holders of ETF Shares at any time for any reason or (vii) the Issuer, any Hedge Provider, or any Affiliate thereof, is required by the ETF or ETF Service Provider to redeem any ETF Shares for any reason;
- (xii) all the ETF Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (xiii) the currency or denomination of the ETF Share is amended from that set out in the ETF Documents as at the Trade Date;
- (xiv) one or more of the key individuals involved with, or having supervision over, the ETF ceases to act in such capacity, and the ETF or relevant ETF Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;
- (xv) following the issue by a ETF of a new class or series (howsoever described in the ETF Documents) of shares, the Calculation Agent, determines that such new class or series of shares has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Notes;
- (xvi) there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

- arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date the Calculation Agent determines that there is no reasonable means of mitigating the Tax Event as provided above;
- (xvii) in connection with any hedging activities in relation to the Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Issue Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Issuer or the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider or the Issuer to adversely modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of ETF Shares or that would subject a holder of the ETF Shares or the Issuer to any loss), purchase or sell any ETF Shares of the ETF or for the Issuer or the Hedge Provider to maintain such hedging arrangements, (ii) the cost to the Issuer or the Hedge Provider of such hedging activities would be materially increased for any reason or (iii) the Issuer and/or the Hedge Provider would be subject to a material loss and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date the Calculation Agent determines that that there is no practicable means of mitigating the Relevant Event as provided above;
  - (xviii) in connection with the hedging activities in relation to the Notes, if the cost to the Issuer or the Hedge Provider in relation to the Notes and the related hedging activities would be materially increased or the Issuer and/or the Hedge Provider would be subject to a material loss relating to the Notes and the related hedging activities;
  - (xix) in connection with the hedging activities in relation to the Notes, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETF asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the Securities, or (b) to realise, recover or remit the proceeds of any such transaction, asset or futures or option contract or any relevant hedge positions relating to an ETF Share of the ETF;
  - (xx) at any time on or after the Issue Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Notes;
  - (xxi) the Issuer becomes legally prohibited from transferring or redeeming its holding of ETF Shares;
  - (xxii) the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETF Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union);
  - (xxiii) (i) the occurrence of the reclassification of the ETF Shares; or

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

- (ii) (A) proposal for or (B) the occurrence of the acquisition of the ETF by, or the aggregation of the ETF into, another fund the mandate, risk-profile and/or benchmarks of which the Calculation Agent determines to be different from the mandate, risk-profile and/or benchmarks of the ETF as compared to the Trade Date of the ETF Linked Notes (or any proposal for the foregoing occurs); or
- (xxiv) (i) any cancellation, suspension or revocation of the registration or approval of the ETF or the ETF Shares by any governmental, legal or regulatory entity with authority over the ETF or the ETF Shares;
- (ii) any change in the legal, tax, accounting or regulatory treatments of the ETF, any ETF Service Provider or the ETF Shares that the Calculation Agent determines has or is reasonably likely to have an adverse impact on the investors in the ETF or the holders of the ETF Shares or on the value of the ETF Shares, or
- (iii) the ETF or any ETF Service Provider becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving any activities relating to or resulting from the operation of the ETF.
- (c) Consequences of an Extraordinary ETF Event
- If an Extraordinary ETF Event occurs, including any Additional Extraordinary ETF Event specified in the Issue Terms the Issuer in its sole and absolute discretion may take any of the actions (each an "**Extraordinary ETF Event Action**") described in subparagraphs (i) to (iii) inclusive below.
- (i) [Adjustment]
- If the Issuer determines that the action taken in respect of the Extraordinary ETF Event is to be "**Adjustment**" then it may:
- (A) require the Calculation Agent to determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in the case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these ETF Linked Conditions and/or the applicable Issue Terms to account for the relevant Extraordinary ETF Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETF Shares or to the Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETF Event made by any options exchange to options on the ETF Shares traded on that options exchange; or
- (B) following such adjustment to the settlement terms of options on the ETF Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these ETF Linked Conditions and/or the Issue Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETF Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these ETF Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETF Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.
- (ii) [Substitution]

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

If the Issuer determines that the action to be taken in respect of the Extraordinary ETF Event is to be "**Substitution**", the Calculation shall on or after the occurrence of any Extraordinary ETF Event, substitute each ETF Share (each an "**Affected ETF Share**") of each ETF (each, an "**Affected ETF**") which is affected by such Extraordinary ETF Event with an ETF Share selected by it in accordance with the criteria for ETF Share selection set out below (each a "**Substitute ETF Share**") and the Substitute ETF Share will be deemed to be an "**ETF Share**" and the relevant issuer of such Substitute ETF Share, an "**ETF**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of the General Conditions, these ETF Linked Conditions and/or the Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to an initial price (the "**Initial Price**") of the Affected ETF Share, the relevant Initial Price of each Substitute ETF Share will be determined by the Calculation Agent in accordance with the following formula:

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

where:

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

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

"**C**" is the fair market value of the relevant Affected ETF Share on the Substitution Date (which may, where available, be determined by reference to the official closing price of the Affected Share on the relevant Exchange and/or such other source(s) as the Calculation Agent determines appropriate).

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

The Weighting of each Substitute ETF Share will be equal to the Weighting of the relevant Affected ETF Share.

In order to be selected as a Substitute ETF Share, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent in its sole and absolute discretion:

- (A) where the relevant Extraordinary ETF Event is a Merger Event or a Tender Offer
  - (a) in the case of ETF Shares related to a single ETF, and (b) in the case of ETF Shares related to an ETF Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETF Basket and (ii) it is or as of the relevant Extraordinary ETF Event Effective Date is promptly scheduled to be (x) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (B) (a) where the relevant Extraordinary ETF Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (A) above, but such share/unit/interest is (in the case of an ETF Share related to an ETF Basket), already included in the ETF Basket, or (b) where the Extraordinary ETF Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETF, including but not limited to, a comparable listing, investment objectives, investment restrictions and investment processes underlying asset pools and whose related parties are acceptable to the Calculation Agent;

## **ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES**

- (C) if no alternative traded instrument can be determined pursuant to the preceding subparagraph (B) above, use reasonable endeavours to substitute the relevant ETF with an index (or a fund tracking an index) selected by the Calculation Agent in its sole and absolute discretion; and
  - (D) following any such substitution (a "Substitution"), in its sole and absolute discretion amend such of the General Conditions, these ETF Linked Conditions and/or the Issue Terms as it determines to be appropriate to take account of such Substitution, including to ensure the weighted average price referred to in (i) above (and any consequent rise or fall in value of the affected ETF Share since the Issue Date) is reflected in the terms of the Substitution.
- (iii) **Termination**
- If the Issuer determines that the action to be taken in respect of the Extraordinary ETF Event is to be "**Termination**", upon the occurrence of a Termination Event the Issuer (i) shall redeem all but not some only of the Notes on the Termination Date by payment to each Noteholder of the Termination Amount. For avoidance of any doubt, the Termination Amount shall not accrue any interest from the date of its calculation to the Termination Date.
- Notwithstanding General Condition 4(g), each Note shall cease to bear interest from and including the Calculated Extraordinary ETF Event Amount Determination Date and no interest amounts scheduled for payment thereafter (including, for the avoidance of doubt, including any Specified Interest Amounts) shall be payable.
- (iv) Upon the occurrence of an Extraordinary ETF Event, if the Issuer determines that an adjustment in accordance with the above provisions is necessary it shall give notice as soon as practicable (an "**Extraordinary Event Notice**") to the Noteholders in accordance with General Condition 13 (*Notices*) stating the occurrence of such Extraordinary ETF Event (the date on which an Extraordinary Event Notice is given, an "**Extraordinary ETF Event Notification Date**"), giving details thereof and the action to be taken in relation thereto, including, in the case of a Substitution, the identity of the Substitute ETF Shares and the Substitution Date and, in the case of a Termination, details of any Termination Date and Termination Amount (where applicable), provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Extraordinary ETF Event or the proposed action.

### **3. Correction of ETF Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the price of an ETF Share, if the relevant price of the relevant ETF Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the ETF Share Correction Period of the original publication, the price to be used shall be the price of the relevant ETF Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the price of an ETF Share will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### **4. Knock-in Event and Knock-out Event**

- (a) This ETF Linked Condition 4 is applicable only if:
- (i) Knock-in Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
  - (ii) Knock-out Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.
- (b) Provided that:
- (i) if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time a

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each affected ETF Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date; and

- (ii) if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is any time/or period of time during the regular trading hours on the relevant Exchange other than the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Knock-in Valuation Time or Knock-out Valuation Time a Knock-in Event or a Knock-out Event would otherwise have occurred and a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of each affected ETF Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of Valuation Date.

### 5. Automatic Early Redemption

If "Automatic Early Redemption Event" is specified as applicable in the Issue Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Issue Terms, an Automatic Early Redemption Event occurs, then the Notes will, subject as provided in ETF Linked Condition 2(c), be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or Automatic Early Redemption Valuation Period and the Issuer shall redeem each Note at an amount equal to the relevant Automatic Early Redemption Amount.

### 6. Definitions

"Additional Extraordinary ETF Event" means (i) (unless specified otherwise in the Issue Terms) Change in Law, (ii) Failure to Deliver (in the case of notes to be redeemed by delivery), or (iii) any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Stop-Loss Event and/or Loss of Stock Borrow, in each case if specified in the Issue Terms.

"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.

"Automatic Early Redemption Amount" means an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Amount set out in the Issue Terms.

"Automatic Early Redemption Date" means each date specified as such in the Issue Terms, or if such date is not a Business Day, the immediately succeeding Business Day, provided that no additional amount shall be payable to Holders as a result of such delay.

"Automatic Early Redemption Event" means the AER Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Trigger,

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

(i), (ii), (iii) or (iv) applying or (B) within or outside the Automatic Early Redemption Range, as specified in the Issue Terms,

"**Automatic Early Redemption Trigger**" means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment as provided in ETF Linked Condition 2(c)(i) above.

"**Automatic Early Redemption Range**" means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

"**Automatic Early Redemption Valuation Date**" means each date as specified as such in the Issue Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

"**Automatic Early Redemption Valuation Period**" means each period specified as such in the Issue Terms.

"**Automatic Early Redemption Valuation Time**" has the meaning given it in the Issue Terms.

"**AER Value**" has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1 (*General Definitions*).

"**Averaging Date**" means each date specified as an Averaging Date in the Issue Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day.

If any such day is a Disrupted Day pursuant to the above, then:

- (a) If "**Omission**" is specified as applying in the Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant level, price or amount, as applicable, provided that if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of Valuation Date will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date; or
- (b) if "**Postponement**" is specified as applying in the Issue Terms, the provisions of the definition of Valuation Date will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date, or
- (c) if "**Modified Postponement**" is specified as applying in the Issue Terms then:
  - (A) where the Notes are ETF Linked Notes relating to a single ETF, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level or price for that Averaging Date in accordance with sub-paragraph (b) of the definition of Valuation Date below;
  - (B) where the Notes are ETF Linked Notes relating to an ETF Basket, the Averaging Date for each ETF Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each ETF Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such ETF Share. If the first succeeding Valid Date in relation to such ETF Share has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the relevant Averaging Date, then (A) that Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

Trading Day is already an Averaging Date) in respect of such ETF Share, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (b) of the definition of Valuation Date below; and

- (C) for the purposes of these ETF Linked Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

**"Change in Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) 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 Issuer determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant ETF Share and/or (B) it will incur a materially increased cost in performing its obligations in relation to the ETF Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant securities.

**"Clearance System Business Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Coupon Valuation Time"** means the time specified as such in the applicable Issue Terms.

**"Disrupted Day"** means any Scheduled Trading Day on which:

- (a) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session;
- (b) a Market Disruption Event has occurred; or
- (c) where Exchange Business Day (Cross Asset Basis) and Scheduled Trading Day (Cross Asset Basis) are specified as applicable in the Issue Terms for (i) ETF Linked Notes, (ii) Index Linked Notes and/or (iii) Equity Linked Notes, a Disrupted Day occurs under and as defined in the Index Linked Conditions and/or Equity Linked Conditions.

**"Early Closure"** means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**"ETF"** means any fund specified as being an Exchange Traded Fund in the Issue Terms, or if not so specified, any fund which the Calculation Agent determines to be an exchange traded fund.

**"ETF Basket"** means a Basket comprising the ETF Shares in one or more ETFs specified in the Issue Terms.

**"ETF Documents"** means, with respect to any ETF Share, the offering documents in effect on the Trade Date specifying among other things the terms and conditions relating to such ETF and for the avoidance of any doubt any other documents and agreements in respect of the ETF, as may be further described in any offering documents.

**"ETF Service Provider"** means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, for such ETF, whether or not specified in the ETF Documents, including any investment advisor or manager, fund adviser, fund administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent and any other person as determined by the Calculation Agent.

**"ETF Share(s)"** means, in respect of an ETF, a share or unit in such ETF.

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

**"ETF Share Correction Period"** means the period specified in the Issue Terms or if none is so specified, one Settlement Cycle.

**"Exchange"** means, in relation to a ETF Share, each exchange or quotation system specified as such for such ETF Share in the Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETF Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETF Share on such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single ETF Share, Exchange Business Day (Single ETF Share Basis) or (ii) in the case of a basket of ETFs or other assets, (a) Exchange Business Day (All ETF Shares Basis) or (b) Exchange Business Day (Per ETF Share Basis) or (c) Exchange Business Day (Cross Asset Basis), in each case as specified in the Issue Terms, provided that, if no such specification is made in the Issue Terms, Exchange Business Day (All ETF Shares Basis) shall apply.

**"Exchange Business Day (All ETF Shares Basis)"** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to its (their) Scheduled Closing Time.

**"Exchange Business Day (Cross Asset Basis)"** means, in respect of an ETF Basket, any Scheduled Trading Day on which each relevant Exchange and each Related Exchange (if any) in respect of all ETFs comprised in the ETF Basket is open for trading during its regular trading session(s) (notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time) which is also an Exchange Business Day under and as defined in the Index Linked Conditions and/or Equity Linked Conditions, as applicable.

**"Exchange Business Day (Per ETF Share Basis)"** means, in respect of an ETF Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such ETF Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time.

**"Exchange Business Day (Single ETF Share Basis)"** means, in respect of an ETF Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its (their) Scheduled Closing Time.

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETF Share on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETF Share on any relevant Related Exchange.

**"Extraordinary ETF Event Effective Date"** means, in respect of an Extraordinary ETF Event, the date on which such Extraordinary ETF Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion.

**"Failure to Deliver"** means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Relevant Assets.

**"Hedge Provider"** means the party (being, *inter alia*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Notes or where no such party actually hedges such obligations, a hypothetical investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of ETF Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETF Shares as it (or in the case of a hypothetical investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes.

**"Hedging Disruption"** means that the Issuer and/or the Guarantor or any of its 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 fund price risk or any other relevant price risk including but not limited to the currency risk of the Issuer or the Guarantor (if applicable), issuing

## **ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES**

and performing its obligations with respect to the Notes, or (ii) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**"Hedging Shares"** means the number of ETF Shares that the Issuer or any of its Affiliates deems necessary to hedge the price risk of entering into and performing its obligations with respect to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or the Guarantor 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, fund price risk, foreign exchange risk and interest rate risk) of the Issuer or the Guarantor (if applicable), issuing and performing its obligations with respect to the Notes, 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 Issuer, the Guarantor and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

**"Increased Cost of Stock Borrow"** means that the Issuer or any of its Affiliates would incur a rate to borrow any ETF Share that is greater than the Initial Stock Loan Rate.

**"Initial Stock Loan Rate"** means, in respect of an ETF Share, the initial stock loan rate specified in relation to such ETF Share in the Issue Terms.

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

**"Knock-in Barrier"** means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

**"Knock-in Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Barrier or (B) within or outside the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-in Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

**"Knock-in Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Barrier"** means the price, amount, percentage or number specified as such in the applicable Issue Terms, subject to adjustment from time to time in accordance with ETF Linked Condition 2(c)(i).

**"Knock-out Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means the Knock-out Value is (A):

- (v) greater than,
- (vi) greater than or equal to,
- (vii) less than or
- (viii) less than or equal to

the Knock-out Barrier or (B) within or outside the Knock-out Range (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Issue Terms.

**"Knock-out Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these ETF Linked Conditions.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the Issue Terms or, in the event that the Issue Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** has the meaning given to it in the Issue Terms, being a term defined in the Payout Condition 5.1.

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

**"Market Disruption Event"** means, in respect of an ETF Share, the occurrence or existence of (i) a Trading Disruption or (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event, begins or ends at the time when the level of the relevant ETF Share triggers, respectively, the occurrence of the Knock-in Event or Knock-out Event or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure.

**"Maximum Stock Loan Rate"** means, in respect of an ETF Share, the Maximum Stock Loan Rate specified in the Issue Terms.

**"Number of NAV Publication Days"** means (i) the number of calendar days specified in the Issue Terms, or (ii) if not specified in the Issue Terms, the maximum number of days after the due date for publication or reporting of the net asset value per ETF Share after which the ETF Service Provider or any entity fulfilling such role, howsoever described in the ETF Documents, or any other party acting on behalf of the ETF, may remedy any failure to publish or report the net asset value per ETF Share in accordance with the relevant ETF Documents and before the Calculation Agent may determine that an Extraordinary ETF Event has occurred.

**"Observation Date"** means each date specified as an Observation Date in the Issue Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

the corresponding provisions in the definition of Valuation Date shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

**"Observation Period"** means the period specified as the Observation Period in the Issue Terms.

**"Related Exchange"** means, in relation to an ETF Share, each exchange or quotation system specified as such for such ETF Share in the Issue 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 ETF Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETF Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where All Exchanges is specified as the Related Exchange in the Issue 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 ETF Share.

**"Scheduled Closing Time"** means, in respect of an Exchange on which an ETF Share is traded and/or listed, the scheduled weekday closing time of such Exchange.

**"Scheduled Trading Day"** means either (i) in the case of a single ETF and in relation to an ETF Share, Scheduled Trading Day (Single ETF Share Basis) or (ii) in the case of an ETF Basket, (a) Scheduled Trading Day (All ETF Shares Basis) or (b) Scheduled Trading Day (Per ETF Share Basis) or (c) Scheduled Trading Day (Cross Asset Basis), in each case as specified in the Issue Terms, provided that, if no such specification is made in the Issue Terms, Exchange Business Day (All ETF Shares Basis) shall apply.

**"Scheduled Trading Day (All ETF Shares Basis)"** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

**"Scheduled Trading Day (Cross Asset Basis)"** means, in respect of a basket of assets, any day on which each Exchange and each Related Exchange (if any) in respect of all ETFs comprised in the basket of assets is scheduled to be open for trading during its regular trading session which is also a Scheduled Trading Day for the purpose of the Index Linked Conditions and/or the Equity Linked Conditions, as applicable.

**"Scheduled Trading Day (Per ETF Share Basis)"** means, in respect of an ETF Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETF Share are scheduled to be open for trading during their respective regular trading session(s).

**"Scheduled Trading Day (Single ETF Share Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

**"Scheduled Valuation Date"** means any day which but for the occurrence of a Disrupted Day would have been a Valuation Date.

**"Screen Page"** means the page specified in the Issue Terms, or any successor page or service thereto.

**"Settlement Cycle"** means, in respect of an ETF Share, the period of Clearance System Business Days following a trade in the ETF Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Price"** means, subject as referred to in relation to any Observation Date, Valuation Date or Averaging Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day, an amount equal to the official closing price (or the price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the Issue Terms) quoted on the relevant Exchange for such ETF Share on (a) if Averaging is not specified in the Issue Terms, the Observation Date, the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Issue Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Issue Terms) cannot be so determined and the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date,

## **ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES**

Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Issue Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, on the Valuation Date, Automatic Early Redemption Valuation Date, Knock-in Determination Day or Knock-out Determination Day or such Averaging Date, as the case may be, if so specified in the Issue Terms) for the ETF Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of such ETF Share or on such other factors as the Calculation Agent shall decide).

**"Settlement Price Date"** means any Automatic Early Redemption Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Observation Date or Valuation Date, as the case may be.

**"Specified Maximum Days of Disruption"** means five (5) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the Issue Terms.

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

**"Strike Date"** means the Strike Date specified in the Issue Terms, as may be adjusted in accordance with the definition of "Valuation Date" below, provided that:

in the case of ETF Linked Notes relating to a ETF Basket, if the Strike Date for any ETF Share forming part of the ETF Basket is specified to be the Trade Date (subject, for the avoidance of doubt, to any adjustments relating to the Strike Date that are set out in the Issue Terms) then:

(i) if the Strike Date for any ETF Share forming part of the ETF Basket is not a Scheduled Trading Day, the Strike Date for such ETF Share shall be the first succeeding Scheduled Trading Day; unless (ii) in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then the Strike Date for such ETF Share, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such ETF Share forming part of the ETF Basket unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date is a Disrupted Day in respect of such ETF Share.

In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the relevant ETF Share, notwithstanding the fact that such day is a Disrupted Day with respect to such ETF Share, and (ii) the Calculation Agent shall determine the price of the ETF Share as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the price of that ETF Share last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each ETF Share comprised in that ETF Basket (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant ETF Share on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant ETF Share as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

**"Strike Day"** means each date specified as such in the applicable Issue Terms.

**"Strike Period"** means the period specified as the Strike Period in the Issue Terms.

**"Termination Amount"** means amount equal to the fair market value of a Note taking into account the relevant Extraordinary ETF Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion as soon as practicable following the occurrence of the relevant Extraordinary ETF Event (the "**Calculated Extraordinary ETF Event Amount Determination Date**").

**"Termination Date"** means (i) the date determined by the Issuer (which, for the avoidance of doubt shall be any date determined by the Issuer in its sole and absolute discretion) and specified in the notice given to the Noteholders in accordance with these ETF Linked Conditions.

**"Trading Disruption"** means, in relation to an ETF Share, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating

## ADDITIONAL TERMS AND CONDITIONS FOR ETF LINKED NOTES

to the ETF Share on the Exchange; or (ii) in futures or options contracts relating to the ETF Share on any relevant Related Exchange.

"**Valuation Date**" means the Coupon Valuation Date, Strike Date and/or Redemption Valuation Date, as the case may be, specified in the Issue Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of ETF Linked Notes relating to a single ETF Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (b) in the case of ETF Linked Notes relating to a Basket of ETF Shares, the Valuation Date for each ETF Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each ETF Share affected (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

"**Valuation Time**" in relation to an ETF Share means either (i) the close of trading on the Exchange or (ii) as otherwise specified in the Issue Terms.

"**Weighting**", in relation to an ETF Share, the weighting to be applied to it as specified in the Issue Terms or if no weighting is so specified then no such weighting shall apply.

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

### ANNEX 5

#### ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to Fund Linked Notes shall comprise the General Conditions and the additional terms and conditions for Fund Linked Notes set out below (the "Fund Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Fund Linked Conditions, the Fund Linked Conditions shall prevail. In the event of any inconsistency between the Fund Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.

##### 1. Extraordinary Fund Events

"Extraordinary Fund Event" means, in the determination of the Calculation Agent, the occurrence at any time on or after the Issue Date of any of the following events and any applicable Additional Extraordinary Fund Event:

- (a) all the Fund Shares or all or substantially all the assets of a Fund are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (b) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (i) all the Fund Shares of that Fund are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Fund Shares of that Fund become legally prohibited from transferring or redeeming them;
- (c) the Fund or any Fund Service Provider (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger), (ii) makes a general assignment or arrangement with or for the benefit of its creditors; (iii) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iii)(1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (iv) 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; (v) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vi) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (v) above;
- (d) the commencement of any investigative, judicial, administrative or other civil or criminal proceedings against the Fund, any Fund Service Provider or any key personnel of such entities, if such proceedings could (in the opinion of the Calculation Agent) have an adverse impact on a Hedge Provider's rights or obligations in relation to hedging activities in respect of the Notes;
- (e) any Fund Service Provider or other agent or entity fulfilling such role, howsoever described in the Fund Documents as at the Issue Date, ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent;
- (f) (i) any of the investment objectives, investment restrictions or investment process (howsoever described) of the Fund are modified from that set out in the Fund Documents except where such change is of a formal, minor or technical nature or (ii) a material modification of the type of assets in which the Fund invests (including but not limited to a material deviation from the investment objectives, investment restrictions or investment process (howsoever described) set out in the Fund Documents);

## **ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES**

- (g) a material modification of the Fund (including but not limited to a modification of the Fund Documents) or a material modification of the method of calculating the net asset value per Fund Share, or any change in the period or timing of the calculation or the publication of the net asset value per Fund Share or the occurrence of any event which in the determination of the Calculation Agent has or may have an adverse impact on the Fund or investors in the Fund (including, without limitation, the suspension of the net asset value per Fund Share), in each case other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relate (either alone or in common with other Fund Shares issued by the Fund);
- (h) any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio of the Fund;
- (i) (i) the occurrence of any event affecting a Fund Share that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of the relevant Fund Share; (ii) any failure of the Fund, or its authorised representative, to deliver, or cause to be delivered, (1) information that the Fund has agreed to deliver, or cause to be delivered to the Calculation Agent or Hedge Provider, or (2) information that has been previously delivered to any Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that any Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the relevant Fund Share;
- (j) any of the Fund, the Fund Service Providers, howsoever described in the Fund Documents, or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the control of the entity responsible for such publication;
- (k) (i) any relevant activities of or in relation to the Fund or the Fund Service Providers are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, (ii) a relevant authorisation or licence is revoked or is under review by a competent authority in respect of the Fund Service Providers, (iii) the Fund is required by a competent authority to redeem any Fund Shares and/or (iv) the Issuer, the Guarantor and/or any Hedge Provider is required by a competent authority, the Fund or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the Notes;
- (l) (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit), if such non-execution or partial execution could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (ii) the Fund otherwise suspends or refuses transfers of any of its Fund Shares as described in the Fund Documents, (iii) if applicable, the Fund ceases to be an undertaking for collective investments under the relevant jurisdiction's legislation, (iv) the Fund otherwise suspends or refuses redemptions of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares) as described in the Fund Documents, (v) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption *in specie*), charge or fee in respect of a redemption or subscription of its Fund Shares by the Issuer or any Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the sole determination of any Hedge Provider have an adverse impact on any Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, (vi) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason or (vii) the Issuer, any Hedge Provider, or any Affiliate thereof, is required by the Fund or Fund Service Provider to redeem any Fund Shares for any reason;
- (m) the aggregate net asset value of the Fund falls below the level of the NAV Barrier;
- (n) a NAV Trigger Event occurs;

## **ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES**

- (o) any proposal to wind up the Fund or the Fund ceases to exist or there exists any litigation against the Fund or a Fund Service Provider which in the determination of the Calculation Agent could materially affect the value of the Fund Shares;
- (p) the currency or denomination of the Fund Share is amended from that set out in the Fund Documents so that the net asset value per Fund Share is no longer calculated in the same currency as at the Trade Date;
- (q) one or more of the key individuals involved with, or having supervision over, the Fund ceases to act in such capacity, and the Fund or relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;
- (r) following the issue by a Fund of a new class or series (howsoever described in the Fund Documents) of shares, the Calculation Agent, determines that such new class or series of shares has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Notes;
- (s) where the Notes are linked to a Fund Basket, a Basket Trigger Event;
- (t) there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date the Calculation Agent determines that there is no reasonable means of mitigating the Tax Event as provided above;
- (u) in connection with any hedging activities in relation to the Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Issue Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Issuer or the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider or the Issuer to adversely modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Issuer to any loss), purchase or sell any Fund Shares of the Fund or for the Issuer or the Hedge Provider to maintain such hedging arrangements, (ii) the cost to the Issuer or the Hedge Provider of such hedging activities would be materially increased for any reason or (iii) the Issuer and/or the Hedge Provider would be subject to a material loss and, subject as provided below, the Issuer or the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to any of its Affiliates, provided that the Issuer or the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date the Calculation Agent determines that there is no means of mitigating the Relevant Event as provided above; or
- (v) in connection with the hedging activities in relation to the Notes, if the cost to the Issuer or the Hedge Provider in relation to the Notes would be materially increased or the Issuer and/or the Hedge Provider would be subject to a material loss.

### **2. Consequences of an Extraordinary Fund Event**

If the Calculation Agent determines that an Extraordinary Fund Event has occurred, including any Additional Extraordinary Fund Event specified in the Issue Terms, the Calculation shall notify the Issuer and the Issuer shall give notice (an "**Extraordinary Event Notice**") to the Noteholders in accordance with General Condition 13 (Notices) of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event is given, an "**Extraordinary Fund Event Notification Date**"), giving details of the Extraordinary Fund Event and the action to be taken in respect thereof, including details of any Termination Date and Termination Amount (where applicable).

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

If an Extraordinary Fund Event occurs, including any Additional Extraordinary Fund Event specified in the Issue Terms the Issuer in its sole and absolute discretion may take any of the actions (each an "**Extraordinary Fund Event Action**") described in subparagraphs (a) to (c) inclusive below.

(a) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "Adjustment", then the Calculation Agent may determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Issue Terms to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

(b) Substitution

A "**Substitution Event**" may be deemed to have occurred if the Calculation Agent determines that any of the Extraordinary Fund Events set out Fund Linked Condition 1 or any Additional Extraordinary Fund Event specified in the Issue Terms occurs. Following the occurrence of a Substitution Event in respect of any Fund Share, the Calculation Agent shall:

- (i) determine the weighted average price at which an investor can redeem the affected Fund Shares in the relevant Fund in such number as determined by the Calculation Agent in its sole and absolute discretion as soon as it is reasonably practicable after its determination of the Substitution Event;
- (ii) for a period of not longer than 14 calendar days after the date of its determination of the Substitution Event, use reasonable efforts to substitute the relevant Fund Shares with shares, units or other similar interests in an alternative fund which, in the determination of the Calculation Agent, has similar characteristics to the relevant Fund, including but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent;
- (iii) if no alternative fund can be determined pursuant to the preceding sub-paragraph (ii) above, use reasonable efforts to substitute the relevant Fund with an index (or a fund tracking an index) selected by the Calculation Agent in its sole and absolute discretion; and
- (iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above (a "**Substitution**"), in its sole and absolute discretion amend such of the General Conditions, these Fund Linked Conditions and/or the Issue Terms as it determines to be appropriate to take account of such Substitution, including to ensure the weighted average price referred to in (i) above (and any consequent rise or fall in value of the affected Fund Shares since the Issue Date) is reflected in the terms of the Substitution.

(c) Termination

A "**Termination Event**" may be deemed to have occurred in respect to any Fund or Fund Share, if the Calculation Agent determines that any of the Extraordinary Fund Events set out in Fund Linked Condition 1 or any Additional Extraordinary Fund Event specified in the Issue Terms occurs. Upon the occurrence of a Termination Event the Issuer (i) shall redeem all but not some only of the Notes on the Termination Date by payment to each Noteholder of the Termination Amount, or (ii) require the Calculation Agent to determine the Calculated Extraordinary Fund Event Amount on the Calculated Extraordinary Fund Event Amount Determination Date, and redeem each Note on the scheduled Maturity Date by payment of the Calculated Extraordinary Fund Event Amount. For avoidance of any doubt, the Termination Amount shall not accrue any interest from the date of its calculation to the Termination Date.

Notwithstanding General Condition 4(g), each Note shall cease to bear interest from and including the Calculated Extraordinary Fund Event Amount Determination Date and no interest amounts scheduled for payment thereafter (including, for the avoidance of doubt, including any Specified Interest Amounts) shall be payable.

### 3. **Redemption / Termination Date Extension**

In the case of Cash Settled Notes, if on the Scheduled Maturity Date, Automatic Early Redemption Date or Termination Date, as the case may be, the Hedge Provider has not, (or is deemed to have not), after having placed one or more redemption orders in respect of its holding of Fund Shares in

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of all Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may notify the Issuer and the Issuer shall notify the Holders as soon as practicable in accordance with General Condition 13 that the Scheduled Maturity Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, has been postponed. As soon as practicable following receipt (or deemed receipt) by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to the Issuer and the Issuer shall give notice to the Holders in accordance with General Condition 13 (such notice the "**Delayed Payment Notice**") and redeem the Notes on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Redemption Date**") by payment to each Holder of the Final Redemption Amount, the Automatic Early Redemption Amount or the Termination Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on the date (the "**Delayed Payment Cut-off Date**") specified in the Issue Terms or, if not so specified, the second anniversary of the Scheduled Maturity Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, the Postponed Redemption Date shall be the Delayed Payment Cut-off Date and the Final Redemption Amount, the Automatic Early Redemption Amount or the Termination Amount will be calculated by reference to the redemption proceeds actually received by the Hedge Provider which may be zero.

In the case of interest bearing Notes, subject to Fund Linked Condition 2(c) above, the Issuer shall be obliged to pay interest calculated as provided in General Condition 4 accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, (or, if none, the Interest Commencement Date) to (but excluding) the Scheduled Maturity Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, but shall only be obliged to make such payment of interest on the Postponed Redemption Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay.

### 4. Knock-in Event and Knock-out Event

(a) This Fund Linked Condition 4 is applicable only if:

- (i) Knock-in Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
- (ii) Knock-out Event is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

### 5. Automatic Early Redemption

If "**Automatic Early Redemption Event**" is specified as applicable in the Issue Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Issue Terms, an Automatic Early Redemption Event occurs, then the Notes will, subject as provided in Fund Linked Condition 3, be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or Automatic Early Redemption Valuation Period and the Issuer shall redeem each Note at an amount equal to the relevant Automatic Early Redemption Amount.

### 6. Definitions

**"Additional Extraordinary Fund Event"** means (i) (unless specified otherwise in the Issue Terms) Change in Law, (ii) Failure to Deliver (in the case of notes to be redeemed by delivery), and (iii) Hedging Disruption and Increased Cost of Hedging, if specified in the Issue Terms.

**"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.

**"Automatic Early Redemption Amount"** means an amount, in respect of each nominal amount of Notes equal to the Calculation Amount, being the Automatic Early Redemption Amount set out in the Issue Terms.

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

"Automatic Early Redemption Date" means each date specified as such in the Issue Terms, or if such date is not a Business Day, the immediately succeeding Business Day, provided that no additional amount shall be payable to Holders as a result of such delay.

"Automatic Early Redemption Event" means the AER Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Trigger,

(i), (ii), (iii) or (iv) applying or (B) within or outside the Automatic Early Redemption Range, as specified in the Issue Terms,

"Automatic Early Redemption Trigger" means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment as provided in Fund Linked Condition 2(a) above.

"Automatic Early Redemption Range" means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these Fund Linked Conditions.

"Automatic Early Redemption Valuation Date" means each date specified as such in the Issue Terms and if such a date is not a Fund Business Day, the immediately following Fund Business Day.

"Automatic Early Redemption Valuation Period" means each period specified as such in the Issue Terms.

"AER Value" has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1 (*General Definitions*).

"Averaging Date" means each date specified as an Averaging Date in the Issue Terms or if any such date is not a Fund Valuation Date, the immediately following Fund Valuation Date, unless such immediately following day is, due to the occurrence of an Extraordinary Fund Event not a Fund Valuation Date.

If any such day is not a Fund Valuation Date (a "Fund Non-Valuation Date"), then:

- (a) if "**Omission**" is specified as applying in the Issue Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price or NAV per Fund Share as applicable provided that if through the operation of this provision no Averaging Date would occur, then the Calculation Agent may, in its sole and absolute direction, take any of the Extraordinary Fund Event Actions; or
- (b) if "**Postponement**" is specified as applying in the Issue Terms then:
  - (i) In the case of Fund Linked Notes relating to a single Fund, the Averaging Date shall be the first succeeding Valid Date that is not a Fund Non-Valuation Date (irrespective of whether such date is an Averaging Date), unless each of the number of consecutive Valid Dates equal to the Number of NAV Publication Days immediately following the original date that, but for the occurrence of such day being a Fund Non-Valuation Date, would have been the relevant Averaging Date. In that case, (i) the last such consecutive Valid Date shall be deemed to be the Averaging Date notwithstanding the fact that such day is also an Averaging Date and (ii) the Calculation Agent in its sole and absolute discretion may take any Extraordinary Fund Event Actions.
  - (ii) in the case of Fund Linked Notes relating to a Fund Basket, the Averaging Date for each Fund Share not affected by the occurrence of a Fund Non-Valuation Date shall be the original Averaging Date (the "Scheduled Averaging Date"), and the Averaging Date for each Fund Share affected (each an "Affected Item") by the occurrence of a Fund Non-Valuation Date shall be the first succeeding Valid Date that is not a Fund Non-Valuation Date relating to the Affected Item (regardless of whether such Valid Date is an Averaging Date) unless each of the number of consecutive Valid Dates equal to the Number of NAV Publication Days immediately following the Scheduled

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

Averaging Date is a Fund Non-Publication Date relating to the Affected Item. In that case, (i) the last such consecutive date shall be deemed to be the Averaging Date for the Affected Item, notwithstanding the fact that such day is an Averaging Date, and (ii) the Calculation Agent shall in its sole and absolute discretion may take any Extraordinary Fund Event Actions.

- (c) if "**Modified Postponement**" is specified as applying in the Issue Terms then:
- (A) where the Notes are Fund Linked Notes relating to a single Fund, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Fund Business Days equal to the Number of NAV Publication Days immediately following the original date that, but for the occurrence of such date being a Fund Non-Valuation Date or another Averaging Date, would have been the relevant Averaging Date, then, (A) that last such consecutive Fund Business Day shall be deemed to be the Averaging Date (irrespective of whether such Fund Business Day is already an Averaging Date), and (B) the Calculation Agent in its sole and absolute direction, take any of the Extraordinary Fund Event Actions;
  - (B) where the Notes are Fund Linked Notes relating to a Fund Basket, the Averaging Date for each Fund Share not affected by the occurrence of a Fund Non-Valuation Date shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Fund Share affected by the occurrence of a Fund Non-Valuation Date shall be the first succeeding Valid Date (as defined below) in relation to such Fund Share. If the first succeeding Valid Date has not occurred for a number of consecutive Fund Business Days equal to the Number of NAV Publication Days immediately following the Scheduled Averaging Date that, but for the occurrence of such date being a Fund Non-Valuation Date or another Averaging Date, would have been the relevant Averaging Date, then (A) that last such consecutive Fund Business Day shall be deemed to be the Averaging Date (irrespective of whether such Fund Business Day is already an Averaging Date), and (B) the Calculation Agent in its sole and absolute direction, take any of the Extraordinary Fund Event Actions; and
  - (C) for the purposes of these Fund Linked Conditions, "**Valid Date**" means a Fund Valuation Date which is not a Fund Non-Valuation Date and on which another Averaging Date does not or is not deemed to occur.

**"Basket Trigger Event"** means that a Substitution Event occurs in respect of one or more Funds comprising the Fund Basket which has or, in the event that a Substitution Event has occurred in respect of more than one Fund, together have, a Weighting in the Fund Basket equal to or greater than the Basket Trigger Level.

**"Basket Trigger Level"** has the meaning given to it in the Issue Terms or if not so specified, 50 per cent.

**"Calculation Date"** means each day(s) specified in the Issue Terms, or if not so specified, each day which is a Fund Business Day.

**"Change in Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) 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 Issuer determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Fund Share and/or (B) it will incur a materially increased cost in performing its obligations in relation to the Fund Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).

**"Failure to Deliver"** means failure of the Issuer and/or any of its Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Fund Shares. **"Final Calculation Date"** means the date specified as such in the Issue Terms or, if such day is not a Fund Business Day, the immediately succeeding Fund Business Day.

**"Fund"** means Fund(s), or sub-Fund(s) specified in the Issue Terms.

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

**"Fund Basket"** means a Basket comprising the Fund Shares specified in the Issue Terms.

**"Fund Business Day"** has the meaning specified in the Issue Terms, or, if not so specified, (i) in respect of a single Fund (Single Fund Share Basis), a date (a) that is a Fund Valuation Date and (b) on which the Hedging Provider has, or could have a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally published or reports that value) in respect of such Fund Valuation Date; and (ii) in respect of a Fund Basket, either Fund Business Day (All Fund Shares Basis) or Fund Business Day (Per Fund Share Basis) as specified in the Issue Terms, provided that, if no such specification is made in the Issue Terms, Fund Business Day (Per Fund Share Basis) shall apply.

**"Fund Business Day (All Fund Shares Basis)"** means with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprising the Fund Basket and (ii) on which the Hedging Provider has, or could have a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally published or reports that value) in respect of such Fund Valuation Date.

**"Fund Business Day (Per Fund Share Basis)"** means with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share and (ii) on which the Hedging Provider has, or could have a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally published or reports that value) in respect of such Fund Valuation Date.

**"Fund Business Day (Single Fund Shares Basis)"** means a date (i) that is a Fund Valuation Date and (ii) on which the Hedging Provider has, or could have a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published by the Fund (or the Fund Service Provider that generally published or reports that value) in respect of such Fund Valuation Date.

**"Fund Documents"** means, with respect to any Fund Share, the constitutive and governing documents, subscription agreements and other agreements of the Fund specifying the terms and conditions relating to such Fund Shares or as at the Issue Date, as amended from time to time.

**"Fund Service Provider"** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, for such Fund, whether or not specified in the Fund Documents, including any investment advisor or manager, fund adviser, fund administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent and any other person specified as such in the Fund Documents.

**"Fund Share(s)"** means an ownership interest issued to or held by an investor in a fund, pooled investment vehicle or any other interest specified as such in the Issue Terms.

**"Fund Valuation Date"** means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is but for the occurrence of an Extraordinary Fund Event would have been scheduled to determine the NAV per Fund Share.

**"Hedge Provider"** means the party (being, *inter alia*, the Issuer, the Guarantor (if applicable), the Calculation Agent, an Affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Notes or where no such party actually hedges such obligations, a hypothetical investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a hypothetical investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes.

**"Hedging Disruption"** means that the Issuer and/or the Guarantor or any of its 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 fund price risk or any other relevant price risk including but not limited to the currency risk of the Issuer or the Guarantor (if applicable), issuing and performing its obligations with respect to the Notes, 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 Issuer and/or the Guarantor 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

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

to hedge the market risk (including, without limitation, fund price risk, foreign exchange risk and interest rate risk) of the Issuer or the Guarantor (if applicable), issuing and performing its obligations with respect to the Notes, 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 Issuer, the Guarantor and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

**"Initial Calculation Date"** means the date specified as such in the Issue Terms, or if such day is not a Fund Business Day, the immediately succeeding Fund Business Day.

**"Initial Calculation Day"** means such day specified as such in the Issue Terms, or if such day is not a Fund Business Day, the immediately succeeding Fund Business Day.

**"Initial Calculation Period"** means such period specified as such in the Issue Terms.

**"Knock-in Barrier"** means the price, amount, percentage or number specified as such in the Issue Terms, subject to adjustment from time to time in accordance with these Fund Linked Conditions.

**"Knock-in Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Fund Business Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Barrier or (B) within or outside the Knock-in Range (x) on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms,

**"Knock-in Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Fund Business Day, the next following Fund Business Day.

**"Knock-in Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Fund Business Day, the next following Fund Business Day.

**"Knock-in Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these Fund Linked Conditions.

**"Knock-in Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Barrier"** means the price, amount, percentage or number specified as such in the applicable Issue Terms, subject to adjustment from time to time in accordance with these Fund Linked Conditions.

**"Knock-out Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Fund Business Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means the Knock-out Value is (A):

- (i) greater than,
- (ii) greater than or equal to,
- (iii) less than or
- (iv) less than or equal to

## ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

the Knock-out Barrier or (B) within or outside the Knock-out Range (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Issue Terms.

**"Knock-out Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Fund Business Day, the next following Fund Business Day.

**"Knock-out Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Fund Business Day, the next following Fund Business Day.

**"Knock-out Range"** means the range of prices, amounts, percentages or numbers specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in these Fund Linked Conditions.

**"Knock-out Value"** has the meaning given to it in the Issue Terms, being a term defined in the Payout Condition 5.1.

**"NAV Barrier"** has the meaning given to it in the Issue Terms.

**"NAV Trigger Event"** means, in respect of any Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period; or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets.

**"NAV Trigger Percentage"** means the percentage specified in the Issue Terms or, if not so specified, 50 per cent.

**"NAV Trigger Period"** means the period specified in the Issue Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date.

**"NAV per Fund Share"** means, subject as referred to in Averaging Date, with respect to the relevant Fund Share and a Fund Valuation Date:

- (a) in respect of a single Fund, (i) if Averaging is not specified in the Issue Terms, (A) the net asset value per Fund Share of such Fund Shares as of the relevant Fund Valuation Date, or (B), if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share relating to such number of Fund Shares as of the relevant Calculation Date as calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the relevant number of Fund Shares issued and outstanding on the related Fund Valuation Date, each of (A) or (B) as reported by the Fund Service Provider that generally publishes or reports such value on behalf of the Fund to its investors or a publishing service; or (ii) if Averaging is specified in the Issue Terms, the arithmetic mean of the net asset values per Fund Share, (determined in accordance with either (A) or (B) of the foregoing sentence) of such Fund Shares on each Averaging Date; and
- (b) in respect of a Fund Basket, (i) if Averaging is not specified in the Issue Terms, (A) the net asset value per Fund Share for each Fund Share in the Fund Basket as of the relevant Fund Valuation Date, or (B), if the Fund Service Provider of the Fund in relation to a Fund in the Fund Basket publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share relating to such number of Fund Shares as of the relevant Calculation Date for such Fund as calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares for such Fund divided by the relevant number of Fund Shares issued by such Fund and outstanding on the related Fund Valuation Date, or (ii) if Averaging is specified in the Issue Terms, the arithmetic mean, for each Fund Share in the Fund Basket of the net asset values per Fund Share for each Fund in the Fund Basket (determined in accordance with either (A) or (B) of the foregoing sentence) relating to such Fund Shares on each Averaging Date.

**"Number of NAV Publication Days"** means (i) the number of calendar days specified in the Issue Terms, or (ii) if not specified in the Issue Terms, the maximum number of days after the due date for publication or reporting of the NAV per Fund Share after which the Fund Service Provider or any entity fulfilling such role, howsoever described in the Fund Documents, or any other party acting on

## **ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES**

behalf of the Fund, may remedy any failure to publish or report the NAV per Fund Share in accordance with the relevant Fund Documents and before the Calculation Agent may determine that an Extraordinary Fund Event has occurred.

**"Observation Date"** means each date specified as an Observation Date in the Issue Terms, or if any such date is not a Fund Business Day, the immediately following Fund Business Day.

**"Observation Period"** means the period specified as the Observation Period in the Issue Terms.

**"Termination Amount"** means amount equal to the fair market value of a Note taking into account the relevant Extraordinary Fund Event (the "**Calculated Extraordinary Fund Event Amount**"), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Modified Calculated Extraordinary Fund Event Amount**"), all as determined by the Calculation Agent in its sole and absolute discretion as soon as practicable following the occurrence of the relevant Extraordinary Fund Event (the "**Calculated Extraordinary Fund Event Amount Determination Date**").

**"Termination Date"** means the date determined by the Issuer (which, for the avoidance of doubt shall be any date determined by the Issuer in its sole and absolute discretion) and specified in the notice given to the Noteholders in accordance with these Fund Linked Conditions.

**"Weighting"**, in relation to a Fund Share, the weighting to be applied to it as specified in the Issue Terms or if no weighting is so specified then no such weighting shall apply.

## ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

### ANNEX 6

#### ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to Inflation Linked Notes shall comprise the General Conditions and the additional terms and conditions for Inflation Linked Notes set out below (the "Inflation Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Inflation Linked Conditions, the Inflation Linked Conditions shall prevail. In the event of any inconsistency between the Inflation Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.

##### 1. Delay in Publication

If the Calculation Agent determines that a Delayed Index Level Event in respect of an Index has occurred, then the Relevant Level with respect to any Reference Month which is to be utilised in any calculation of any payment under the Notes and/or any other determination to be made in respect of the Notes (the "Substitute Inflation Index Level") shall be determined by the Calculation Agent (subject to Inflation Linked Condition 1 (b) below), as follows:

- (a) if Related Bond is specified as applicable in the Issue Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the relevant Related Bond; or
- (b) if (i) Related Bond is not specified as applicable in the relevant Issue Terms, or (ii) the Calculation Agent is not able to determine a Substitute Inflation Index Level under (a) above for any reason, then the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:

$$\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level}),$$

where:

"**Base Level**" means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined.

"**Latest Level**" means the latest level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being determined.

"**Reference Level**" means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in "Latest Level" above.

The Issuer shall promptly give notice to Noteholders in accordance with General Condition 13 of any Substitute Inflation Index Level calculated pursuant to this Inflation Linked Condition 1.

If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the Issue Terms, then, subject as provided in Inflation Linked Condition 3 such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Linked Condition 1 will be the definitive level for that Reference Month.

##### 2. Successor Index

If the Calculation Agent determines that the level of an Index has not been published by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and/or the Index Sponsor cancels the Index then the Calculation Agent shall determine a successor index (a "**Successor Index**") (in lieu of any previously applicable Index) for the purposes of the Notes as follows:

- (a) if Related Bond is specified as applicable in the Issue Terms, the Calculation Agent shall determine a Successor Index by reference to the corresponding successor index determined under the terms and conditions of the Related Bond;
- (b) if (x) Related Bond is not specified as applicable in the Issue Terms or (y) a Related Bond Redemption Event is specified as applying in the Issue Terms and has occurred and Fallback Bond is not specified as applicable in the Issue Terms, the Index Sponsor announces that it will no longer publish or

## **ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES**

announce the Index but that it will be superseded by a replacement index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the previously applicable Index, such replacement index shall be deemed the Successor Index for the purposes of the Notes from the date that such replacement Index comes into effect;

- (c) if no Successor Index has been determined under paragraphs (a) or (b) above the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the 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 Index. If three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the Successor Index. If fewer than three responses are received by the Cut-Off Date or no Successor Index is determined pursuant to this provision, the Calculation Agent will apply the provisions of paragraph (d) below;
- (d) if no Successor Index has been determined pursuant to paragraphs (a), (b) or (c) above, by the next occurring Cut-Off Date, subject as provided below, the Calculation Agent will determine an appropriate alternative index as of such Cut-Off Date for such affected Determination Date, and such index will be deemed a Successor Index for the purposes of the Notes; or
- (e) if the Calculation Agent cannot determine an appropriate alternative index pursuant to subparagraphs (a) to (d) above, there will be deemed to be no Successor Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Index for the purposes of the Notes. Notice of the determination of a Successor Index, the effective date of the Successor Index or the occurrence of an Index Cancellation will be given to Noteholders by the Issuer in accordance with General Condition 13.

### **3. Adjustments**

#### **(a) Successor Index**

If a Successor Index is determined in accordance with Inflation Linked Condition 2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems necessary to account for this. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with General Condition 13.

#### **(b) Substitute Inflation Index Level**

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Linked Condition 1, the Issuer may make any adjustment or adjustments (without limitation) to (x) the Substitute Inflation Index Level determined in accordance with Index Linked Condition 2 and/or (y) any amount payable under the Notes and/or any other relevant term of the Notes, in each case, as the Calculation Agent deems necessary. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with General Condition 13.

#### **(c) Index Level Adjustment Correction**

- (i) The first publication or announcement of the Relevant Level (excluding any "flash" or other estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and, subject to Inflation Linked Condition 3(c)(ii) and (iii) below, later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESP National- Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Relevant Level which are published or announced up to and including the day that is two Business Days prior to any relevant Determination Date will be valid and the revised Relevant Level for the relevant Reference Month will be deemed to be the final and conclusive Relevant Level for such Reference Month. The Issuer shall give notice to the Noteholders of any valid revision in accordance with General Condition 13.
- (ii) If, within 30 days of publication or at any time prior to a Determination Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Determination Date, the Calculation Agent determines that the Index Sponsor has corrected

## ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the Noteholders of any such adjustment and/or amount in accordance with General Condition 13.

- (iii) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Determination Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent may either (A) determine that such Relevant Level shall not be used in any calculation or determination under the Notes and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (B) request the Issuer to make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement. The Issuer shall give notice to the Noteholders of any determination in respect of (A) or (B), together with any adjustment or amount in respect thereof, in accordance with General Condition 13.

(d) **Currency**

If the Calculation Agent determines that any event occurs affecting the Specified Notes Currency (whether relating to its convertibility; into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to any amount payable under the Notes, and/or any other relevant term of the Notes (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to such amount and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Calculation Agent shall give notice to the Noteholders of any such adjustment in accordance with General Condition 13.

(e) **Rebasing**

If the Calculation Agent determines that the Index has been or will be rebased at any time, the Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Relevant Level from the date of such rebasing; provided, however, that the Calculation Agent may make if Related Bond is specified as applicable in the Issue Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or if Related Bond is not specified as applicable in the Issue Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased and in each case the Issuer may make any adjustment(s) to any amount payable under the Notes and/or any other term of the Notes as the Calculation Agent may deem necessary. If the Calculation Agent determines that neither (i) nor (ii) above would produce a commercially reasonable result, the Calculation Agent may redeem each Note on a date notified by the Issuer to Noteholders in accordance with General Condition 13 at its fair market value, as determined by the Calculation Agent as at the date of redemption taking into account the rebasing less the cost to the Issuer and/or its Affiliates of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, redemption of the Notes or determination pursuant to this paragraph shall be given to Noteholders in accordance with General Condition 13.

(f) **Index Modification**

- (i) If on or prior to the Cut-Off Date in respect of any Determination Date, the Calculation Agent determines that an Index Modification has occurred the Calculation Agent may (A) if Related Bond is specified as applicable in the Issue Terms, make any adjustments to any Relevant Level and/or any other relevant term of the Notes (including, without limitation, any amount payable under the Notes), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, or (B) if Related Bond is not specified as applicable in the Issue Terms or a Related Bond Redemption Event has occurred make only those adjustments to the Index, any Relevant Level and/or any other term of the Notes (including, without limitation, any amount payable under the Notes), as the Calculation Agent deems necessary for the modified Index to continue as the Index and to account for the economic effect of the Index Modification.

## ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

- (ii) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Determination Date, the Calculation Agent may determine either to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Determination Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Determination Date such that the provisions of sub-paragraph (i) above will apply, or, notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with sub-paragraph (i) above.
- (g) Consequences of an Additional Disruption Event
- If the Calculation Agent determines that an Additional Disruption Event has occurred, the Issuer may make any adjustments to any Relevant Level and/or any other relevant term of the Notes (including, without limitation, any amount payable under the Notes to account therefor or may redeem each Note on the date notified by the Issuer to Noteholders in accordance with General Condition 13 at its fair market value (as determined by the Calculation Agent) as at the date of redemption, taking into account the relevant Additional Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes shall be given to Noteholders in accordance with General Condition 13.

(h) Index Cancellation

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may make any adjustments to any Relevant Level and/or any other relevant term of the Notes (including, without limitation, any amount payable under the Notes to account therefore) or may redeem each Note on the date notified by the Issuer to Noteholders in accordance with General Condition 13 at its fair market value (as determined by the Calculation Agent) as at the date of redemption, taking into account the Index Cancellation, less the cost to the Issuer and/or any Affiliates of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes pursuant to this paragraph shall be given to Noteholders in accordance with General Condition 13.

### 4. Definitions

**"Additional Disruption Event"** means (i) (unless specified otherwise in the Issue Terms) Change in Law, or (ii) Hedging Disruption or Increased Cost of Hedging if specified in the Issue Terms.

**"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.

**"Change in Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (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 Calculation Agent determines in its sole and absolute discretion that it has become illegal for the Issuer and/or any of its Affiliates to hold, acquire or dispose of any relevant hedge positions in respect of the Index for purposes of the Notes.

**"Cut-Off Date"** means, in respect of a Determination Date, five Business Days prior to such Determination Date, unless otherwise stated in the Issue Terms.

**"Delayed Index Level Event"** means, in respect of any Determination Date, that the Index Sponsor fails to publish or announce the level of the Index (the "**Relevant Level**") in respect of any Reference Month which is relevant to the calculation of any payment under the Notes and/or any other determination in respect of the Notes, in each case by the related Cut-Off Date.

**"Determination Date"** means in respect of an Index and/or Index Level(s) or value(s) as the case may be, each date specified as such in the applicable Issue Terms.

**"Fallback Bond"** means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Index relates and which pays a coupon or redemption amount which is calculated by reference to the Index, with a maturity date which falls on (a) the same day as the Maturity Date, (b) the next

## **ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES**

longest maturity after the Maturity Date if there is no such bond maturing on the Maturity Date, or (c) the next shortest maturity before the Maturity Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the 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 in its discretion. 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).

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

**"Index"** means the index or indices specified in the Issue Terms or any Successor Index as determined by the Calculation Agent pursuant to Inflation Linked Condition 2 and related expressions shall be construed accordingly.

**"Index Cancellation"** means a level for the Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and no Successor Index exists.

**"Index Modification"** means the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index.

**"Index Sponsor"** means the entity that publishes or announces (directly or through an agent) the level of the relevant Index which as of the Issue Date of the Notes is the Index Sponsor specified in the Issue Terms in relation to the relevant Index.

**"Rebased Index"** has the meaning given to it under Inflation Linked Condition 3 above.

**"Reference Month"** means the calendar month for which the level of the Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported.

**"Related Bond"** means the bond (if any) specified as such in the Issue Terms. If the Related Bond specified in the Issue Terms is Fallback Bond, then for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the Issue Terms as the Related Bond and "Fallback Bond Not applicable" is specified in the Issue Terms there will be no Related Bond. If a bond is selected as the Related Bond in the Issue Terms and that bond redeems or matures before the relevant Determination Date, unless "Fallback Bond Not applicable" is specified in the Issue Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

**"Related Bond Redemption Event"** means, if specified as applicable in the Issue Terms, at any time prior to the Maturity Date, (a) the Related Bond is redeemed, repurchased or cancelled, (b) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (c) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity.

**"Relevant Level"** has the meaning given to it in the definition of Delayed Index Level Event.

**"Strike Date"** means each date specified as a Strike Date in the Issue Terms, subject to adjustment in accordance with these Inflation Linked Conditions.

## **ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES**

"**Strike Day**" means each date specified as such in the applicable Issue Terms.

"**Strike Period**" means the period specified as the Strike Period in the Issue Terms.

"**Successor Index**" has the meaning given to it in under Inflation Linked Condition 2.

"**Substitute Inflation Index Level**" has the meaning given in Inflation Linked Condition 1.

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

### **ANNEX 7**

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

*If specified as applicable in the Issue Terms, the terms and conditions applicable to Foreign Exchange (FX) Rate Linked Notes shall comprise the General Conditions and the additional terms and conditions for Foreign Exchange (FX) Rate Linked Notes set out below (the "Foreign Exchange (FX) Rate Linked Note Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Foreign Exchange (FX) Rate Linked Note Conditions, the Foreign Exchange (FX) Rate Linked Note Conditions shall prevail. In the event of any inconsistency between the Foreign Exchange (FX) Rate Linked Conditions and the Payout Conditions, the Payout Conditions shall prevail.*

### **1. Non-EM Valuation and Disruption Provisions**

The provisions of this Foreign Exchange (FX) Rate Linked Condition 1 apply unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency in the Issue Terms.

#### **(a) Disruption Events**

If so specified in the Issue Terms, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a "Disruption Event":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation; or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (vii) above (inclusive).

#### **(b) Consequences of a Disruption Event**

Upon a Disruption Event occurring or continuing on any Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

"**Disruption Fallback**" means a source or method that may give rise to an alternative basis for determining the Settlement Price when a Disruption Event occurs or exists on a day that is an Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the Price Source). The Calculation Agent shall take the relevant actions specified in either (i), (ii) or (iii) below.

- (i) if an Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day is a Disrupted Day, the Calculation Agent will determine that the relevant Averaging Date or Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of the Strike Date or Valuation Date) or Valid Date (in the case of an Averaging Date, Observation Date, Knock-In Determination Day or Knock-Out Determination Day) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be, is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date, Settlement

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

Price Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be (irrespective, in the case of an Averaging Date, Observation Date, Knock-In Determination Day or Knock-Out Determination Day, of whether that last consecutive Scheduled Trading Day is already an Averaging Date, Observation Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be) and may determine the Settlement Price by using commercially reasonable efforts to determine a Settlement Price as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or

- (ii) if an Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being not applicable in the Issue Terms, on giving notice to Noteholders in accordance with General Condition 13, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13; or
- (iii) if an Averaging Date, any Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being applicable in the Issue Terms, the Calculation Agent shall calculate the fair market value of each Note less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Foreign Exchange (FX) Disruption Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Calculated Foreign Exchange (FX) Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Foreign Exchange (FX) Disruption Amount plus interest accrued on the Calculated Foreign Exchange (FX) Disruption Amount on a daily basis from and including the Calculated Foreign Exchange (FX) Disruption Amount Determination Date to but excluding the Maturity Date, each such daily accrual rate being at a rate equal to Issuer's funding cost on or about the relevant day or (y) if greater, its nominal amount.

## **2. EM Currency Valuation and Disruption Provisions**

The provisions of this Foreign Exchange (FX) Rate Linked Condition (2) apply where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency in the Issue Terms.

### **(a) EM Disruption Events**

If so specified in the Issue Terms, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be an "**EM Disruption Event**":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation;
- (viii) Price Materiality; and/or

any other event that, in the opinion of the Calculation Agent, is analogous to any of (i) to (viii) above (inclusive).

The Calculation Agent shall give notice as soon as practicable to the Issuer and the Issuer shall give notice as soon as practicable to the Guarantor, the Principal Paying Agent and the Noteholders in

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

accordance with General Condition 13 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Automatic Early Redemption Valuation Date, an Averaging Date, Settlement Price Date, a Knock-in Determination Day or a Knock-out Determination Day, an Observation Date or a Valuation Date, as the case may be.

### **(b) Consequences of an EM Disruption Event**

Upon an EM Disruption Event occurring or continuing on any Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant EM FX Price Source) as determined by the Calculation Agent, the Calculation Agent shall apply in determining the consequences of the EM Disruption Event: (a) EM Calculation Agent Determination where the applicable EM Disruption Event is other than Price Source Disruption or Price Materiality; and (b) the applicable EM Disruption Fallback where the applicable EM Disruption Event is a Price Source Disruption or Price Materiality.

### **(c) Unscheduled Holiday**

If the Calculation Agent determines that a date that would otherwise have been a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is an Unscheduled Holiday in respect of a Subject Currency, then such date shall be the immediately succeeding Scheduled Trading Day after the occurrence of the Unscheduled Holiday, subject as provided above, and provided that if such Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, has not occurred on or before the EM Maximum Days of Postponement then the next Scheduled Trading Day after such period that would have been a Scheduled Trading Day but for the Unscheduled Holiday shall be deemed to be the relevant date for valuation and the Settlement Price shall be determined by the Calculation Agent on such day in its sole discretion acting in good faith having taken into account relevant market practice and by reference to such additional source(s) as it deems appropriate.

### **(d) Cumulative Events**

If "Cumulative Events" is specified as applicable in the Issue Terms in respect of a Settlement Currency then, in no event shall the total number of consecutive calendar days during which a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day is deferred due to either (i) an Unscheduled Holiday or (ii) an EM Valuation Postponement (or a combination of both (i) and (ii)) exceed the EM Maximum Cumulative Days of Postponement in the aggregate. If a Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, is postponed by the number of calendar days equal to the EM Maximum Cumulative Days of Postponement and at the end of such period (i) an Unscheduled Holiday shall have occurred or be continuing on the day immediately following such period (the "**Final Day**"), then such Final Day shall be deemed to be the Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, and (ii) if a Price Source Disruption shall have occurred or be continuing on the Final Day, then Valuation Postponement shall not apply and the Settlement Price shall be determined in accordance with the next applicable EM Disruption Fallback.

### **(e) Postponement of payment or settlement days**

Where any Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day is postponed as a consequence of the provisions of this Foreign Exchange (FX) Rate Linked Condition 2, then the corresponding date for payment or delivery of any assets shall fall on the later of (a) the date for such payment or delivery otherwise determined in accordance with the Issue Terms and (b) the day falling the EM Number of Postponement Settlement Days specified in the Issue Terms (or, if none are so specified, two Business Days) after the last occurring Settlement Price Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

## **3. Knock-in Event and Knock-out Event**

### **(a) This Foreign Exchange (FX) Rate Linked Condition 3 is applicable only:**

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

- (i) If "Knock-in Event" is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event; or
  - (ii) If "Knock-out Event" is specified as applicable in the Issue Terms, in which case any payment under the Notes which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- (b) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is the Valuation Time or, as the case may be, EM Valuation Time and if a Disruption Event or an EM Disruption Event would otherwise have occurred on any Knock-in Determination Day or Knock-out Determination Day, then, unless otherwise specified in the Issue Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- (c) If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Issue Terms is any time or period of time other than the Valuation Time or, as the case may be, EM Valuation Time during the regular trading hours for the Base Currency, Subject Currency and/or Subject Currencies and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time at which a Knock-in Event or Knock-out Event would otherwise have occurred, a Disruption Event or an EM Disruption Event occurs or exists, then, unless otherwise specified in the Issue Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

### **4. Automatic Early Redemption Event**

If "Automatic Early Redemption Event" is specified as applicable in the Issue Terms, then, unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as applicable, if on any or all Automatic Early Redemption Valuation Date(s), as specified in the Issue Terms, an Automatic Early Redemption Event occurs, all but not some only of the Notes will be automatically redeemed on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date or Automatic Early Redemption Period, as applicable, and the Issuer shall redeem each Note at an amount equal to the relevant Automatic Early Redemption Amount.

### **5. Consequences of an Additional Disruption Event**

If the Calculation Agent determines that an Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with General Condition 13. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note, taking into account the Additional Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 13.

### **6. Definitions**

**"Additional Disruption Event"** means (i) (unless specified otherwise in the Issue Terms) Change in Law, or (ii) Hedging Disruption or Increased Cost of Hedging, if specified in the Issue Terms.

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Amount set out in the applicable Issue Terms.

**"Automatic Early Redemption Date"** means each date specified as such in the Issue Terms, or if such date is not a Business Day, the next following Business Day and no Noteholder shall be entitled to any interest or further payment in respect of any such delay.

**"Automatic Early Redemption Event"** means the AER Value is (A):

- (i) greater than;
- (ii) greater than or equal to;

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

- (iii) less than; or
- (iv) less than or equal to,

the Automatic Early Redemption Trigger, (i), (ii), (iii) or (iv) applying or (B) within or outside the Automatic Early Redemption Range, as specified in the Issue Terms.

**"Automatic Early Redemption Trigger"** means the price, level, amount, percentage or value specified as such or otherwise determined in the Issue Terms, subject to adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate Linked Condition 1 and Foreign Exchange (FX) Rate Linked Condition 2.

**"Automatic Early Redemption Range"** means the range of levels, prices, amounts, percentages or values specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in Foreign Exchange (FX) Linked Condition 1.

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the Issue Terms or, if such date is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day; or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day. If any such day is a Disrupted Day, then the Automatic Early Redemption Valuation Date shall be delayed in accordance with the corresponding provisions of the definition of Valuation Date which shall apply *mutatis mutandis* as if references in such provisions to Valuation Date were to Automatic Early Redemption Valuation Date.

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the Issue Terms.

**"Automatic Early Redemption Valuation Time"** has the meaning given to it in the Issue Terms.

**"AER Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Averaging Date"** means the dates specified as such in the Issue Terms or, if any such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply; or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

**"Base Currency"** means the currency specified as such in the Issue Terms.

**"Change in Law"** means that, on or after the Trade Date (as specified in the Issue Terms) (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 Issuer determines in its sole and absolute discretion that it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes.

**"Dual Exchange Rate"** means that any of the Base Currency, Subject Currency and/or Subject Currencies, splits into dual or multiple currency exchange rates.

**"Disrupted Day"** means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event or EM Disruption Event has occurred.

**"EM"** means emerging markets.

**"EM Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Settlement Price when an EM Disruption Event occurs or exists on a day that is an Averaging Date,

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the EM FX Price Source) being, in respect of a Subject Currency, any of EM Calculation Agent Determination, EM First Fallback Reference Price, EM Second Fallback Reference Price and EM Valuation Postponement, as so specified in the Issue Terms for such Subject Currency. Where more than one EM Disruption Fallback is so specified then such EM Disruption Fallbacks shall apply in the order in which they are specified in the Issue Terms until the Settlement Price can be determined for such exchange rate relating to that Settlement Currency for such Averaging Date, Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day.

### **Where:**

- (a) "**EM Calculation Agent Determination**" means that the Calculation Agent shall determine the Settlement Price taking into consideration all information that it deems relevant.
- (b) "**EM First Fallback Reference Price**" means that the Calculation Agent shall determine the Settlement Price by reference to the applicable First Fallback Reference Price and, for which purpose, references in the definition of Settlement Price to "EM FX Price Source", "EM Valuation Time" and "EM Number of Settlement Days" shall be construed, respectively, to be to "First Fallback EM FX Price Source", "First Fallback Valuation Time" and "First Fallback EM Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Issue Terms).
- (c) "**EM Second Fallback Reference Price**" means that the Calculation Agent shall determine the Settlement Price by reference to the applicable Second Fallback Reference Price and, for which purpose, references in the definition of Settlement Price to "EM FX Price Source", "EM Valuation Time" and "EM Number of Settlement Days" shall be construed, respectively, to be to "Second Fallback EM FX Price Source", "Second Fallback Valuation Time" and "Second Fallback EM Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Issue Terms).
- (d) "**EM Valuation Postponement**" means that the Settlement Price shall be determined on the immediately succeeding Scheduled Trading Day which is not a Disrupted Day unless the Calculation Agent determines that no such Scheduled Trading Day which is not a Disrupted Day has occurred on or before the day falling the EM Maximum Days of Postponement following the originally designated Averaging Date, Valuation Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be. In such event, the Settlement Price shall be determined on the next Scheduled Trading Day after the EM Maximum Days of Postponement (notwithstanding the fact that day may be a Disrupted Day) in accordance with the next applicable EM Disruption Fallback.

"**EM FX Price Source**" means, in respect of a Subject Currency, the price source(s) specified as such in the Issue Terms (or any successor to such price source(s) as determined by the Calculation Agent).

"**EM Maximum Cumulative Days of Postponement**" means the number of days specified as such in the Issue Terms or, if no such number is specified, 30 calendar days.

"**EM Maximum Days of Postponement**" means the number of days specified as such in the Issue Terms or, if no such number is specified, 30 calendar days.

"**EM Number of Settlement Days**" means, in respect of a Subject Currency, the number of days on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each Settlement Day Centre specified as such in the Issue Terms (each, an "EM Settlement Day"). Where no such number or zero is so specified, then such rate shall be for settlement on the same day.

"**EM Price Materiality Percentage**" means the percentage specified as such in the Issue Terms or, if no such percentage is specified, 3 per cent.

"**EM Primary Rate**" means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Issue Terms.

"**EM Secondary Rate**" means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Issue Terms.

"**EM Valuation Time**" means, unless otherwise specified in the Issue Terms, the time at which the EM FX Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

**"EMTA Template Terms"** means the EMTA Template Terms for Non-Deliverable Currency Option Transactions for the relevant FX rate, as published by the Trade Association for the Emerging Markets (EMTA) and as amended and updated as at the Issue Date.

**"Exchange Rate Divergence"** means:

(i) if the FX rate specified in the Issue Terms is USD/ARS, that, in the reasonable opinion of not less than 5 unaffiliated EMTA Members notified to EMTA (or its successor) by no later than 4 p.m., Buenos Aires time on the Valuation Date, the Price Source has failed, for a period of not less than three consecutive Scheduled Trading Days (for any reason, including due to a split in the currency exchange rate or other event) to reflect the current prevailing Argentine Peso bid and offer rates for a standard size Argentine Peso/U.S. Dollar financial transaction for same-day settlement in the Buenos Aires marketplace on the Valuation Date; and

(ii) if the FX rate specified in the Issue Terms is USD/BRL, that, in the reasonable and independent judgement, as notified to EMTA in accordance with the EMTA BRL Exchange Rate Divergence Procedures, of not less than 7 unaffiliated EMTA members that are recognised market makers active in the BRL/U.S. Dollar foreign exchange market (no less than 4 of which shall be active participants in the onshore BRL/USD spot market), the Price Source (following a split of the exchange rates in Brazil or otherwise) no longer reflects the then-prevailing Brazilian Reais / U.S. Dollar spot rate for standard-size wholesale financial transactions involving the exchange of Brazilian Reais for U.S. Dollars delivered outside of Brazil, and

if the FX rate specified in the Issue Terms is a rate other than USD/ARS or USD/BRL but, it is specified in the relevant EMTA Template Terms as determined by the Calculation Agent as of the Issue Date and in respect of such FX rate, that Price Source Disruption shall include Exchange Rate Divergence, then Exchange Rate Divergence shall have the meaning given in the relevant EMTA Template Terms with respect to such FX rate.

**"General Inconvertibility"** means the occurrence of any event that generally makes it impossible to convert a Subject Currency into the Base Currency in a Subject Currency Jurisdiction through customary legal channels.

**"General Non-Transferability"** means the occurrence of any event that generally makes it impossible to deliver (A) the Base Currency from accounts inside a Subject Currency Jurisdiction to accounts outside a Subject Currency Jurisdiction or (B) the Subject Currency between accounts inside a Subject Currency Jurisdiction or to a party that is a non-resident of a Subject Currency Jurisdiction.

**"Governmental Authority"** means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge any relevant price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s).

**"Illiquidity Disruption"** means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day (or, if different, the day on which rates for such Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day would, in the ordinary course, be published or announced by the relevant Price Source or EM FX Price Source).

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

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

**"Knock-in Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-In Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means the Knock-in Value is (A):

- (i) greater than;
- (ii) greater than or equal to;
- (iii) less than; or
- (iv) less than or equal to,

the Knock-in Barrier (x) or (B) within or outside the Knock-in Range on a Knock-in Determination Day or (y) in respect of any Knock-in Determination Period, as specified in the Issue Terms.

**"Knock-in Barrier"** means the FX Knock-in Barrier or the price, level, amount, percentage or value specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate Linked Condition 1(a) and Foreign Exchange (FX) Rate Linked Condition 1(b).

**"Knock-in Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-In Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-In Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range"** means the range of levels, prices, amounts, percentages or values specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in Foreign Exchange (FX) Linked Condition 1 (Non-EM Valuation and Disruption Provisions) or, as the case may be, Foreign Exchange (FX) Linked Condition 2 (EM Currency Valuation and Disruption Provisions).

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time or, as the case may be, EM Valuation Time.

**"Knock-in Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Knock-out Determination Day"** means the date(s) specified as such in the Issue Terms, or otherwise each Scheduled Trading Day during the Knock-Out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means the Knock-out Value is (A):

- (i) greater than,
- (ii) greater than or equal to,
- (iii) less than, or
- (iv) less than or equal to,

the Knock-out Barrier or (B) within or outside the Knock-out Range, (x) on a Knock-out Determination Day or (y) in respect of any Knock-out Determination Period, as specified in the Issue Terms.

**"Knock-out Barrier"** means the price, level, amount, percentage or value specified as such or otherwise determined in the Issue Terms, subject to adjustment in accordance with Foreign Exchange (FX) Linked Rate Condition 1(a) and Foreign Exchange (FX) Rate Linked Condition 1(b).

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

**"Knock-out Period Beginning Date"** means the date specified as such in the Issue Terms or, if the Knock-Out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the Issue Terms or, if the Knock-Out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the Issue Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Range"** means the range of levels, prices, amounts, percentages or values specified as such or otherwise determined in the applicable Issue Terms, subject to adjustment from time to time in accordance with the provisions set forth in Foreign Exchange (FX) Linked Condition 1 (Non-EM Valuation and Disruption Provisions) or, as the case may be, Foreign Exchange (FX) Linked Condition 2 (EM Currency Valuation and Disruption Provisions).

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the Issue Terms or in the event that the Issue Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time or, as the case may be, EM Valuation Time.

**"Knock-out Value"** has the meaning given to it in the Issue Terms, being a term defined in Payout Condition 5.1.

**"Material Change in Circumstance"** means the occurrence of any event (other than those events specified as Disruption Events or, as the case may be, EM Disruption Events) in the Subject Currency Jurisdiction beyond the control of the parties to a hedging arrangement in respect of the Notes which makes it impossible (A) for a party to fulfil its obligations under the hedging arrangement or (B) generally to fulfil obligations similar to such party's obligations under that hedging arrangement.

**"Nationalisation"** means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives a party to a hedging arrangement in respect of the Notes of all or substantially all of its assets in the Subject Currency Jurisdiction.

**"Observation Date"** means the dates specified as such in the Issue Terms or, if any such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is the Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply; or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this subparagraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

**"Price Materiality"** means that, in the determination of the Calculation Agent, the EM Primary Rate differs from any EM Secondary Rate by at least the EM Price Materiality Percentage or if there are insufficient responses on the relevant Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day to any survey used to calculate any such rate, then the EM Price Materiality Percentage will be deemed to be met.

**"Price Source"** means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the Issue Terms.

**"Price Source Disruption"** means that it becomes impossible to obtain the rate or rates from which FX rate is calculated and, where the FX rate is specified in the Issue Terms as:

- (i) USD/ARS;
- (ii) USD/BRL; or
- (iii) any other FX rate in respect of which the Calculation Agent determines that, as of the Issue Date, the relevant EMTA Template Terms for such rate (if any) specifies that Price Source Disruption includes Exchange Rate Divergence,

then Price Source Disruption shall include Exchange Rate Divergence.

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

**"Relevant Screen Page"** means the relevant page specified as such in the Issue Terms or any successor to such page or service acceptable to the Calculation Agent.

**"Scheduled Trading Day"** means:

- (a) where EM Foreign Exchange (FX) Rate Provisions are specified as not applicable in respect of a Subject Currency, a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centre of each of the Base Currency and the Subject Currency or Subject Currencies. In the case of euro, for these purposes, the principal financial centre shall be deemed to mean each of Frankfurt and Brussels; and
- (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of a Subject Currency, a day on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the or each EM Scheduled Trading Day Jurisdiction specified in the Issue Terms Provided That where the Subject Currency is BRL, then notwithstanding the foregoing, if the Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day falls on a date that, as the Trade Date, is not a scheduled day on which commercial banks are open (or, but for the occurrence of an EM Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in New York City (an "**NYC Business Day**"), then no adjustment to such date shall be made on account of the fact that such date is not an NYC Business Day.

**"Settlement Price"** means, subject as referred to in Foreign Exchange (FX) Rate Linked Notes Condition 1 or 2 or Foreign Exchange (FX) Rate Linked Notes Condition 1(b) or 2(b) above, as the case may be:

- (a) in the case of Foreign Exchange (FX) Rate Linked Notes relating to a basket of Subject Currencies and in respect of each Subject Currency:
  - (A) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Issue Terms, the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Issue Terms, the relevant Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day or (b) if Averaging is specified in the Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on the relevant Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), multiplied by the relevant Weighting (if applicable); or
  - (B) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Issue Terms, the rate of exchange appearing on the EM FX Price Source at the EM Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Issue Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Issue Terms, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the EM Number of Settlement Days, multiplied by the relevant Weighting (if applicable); and
- (b) in the case of Foreign Exchange (FX) Rate Linked Notes relating to a single Subject Currency:

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

- (A) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Issue Terms, an amount equal to the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Issue Terms, the relevant Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day or (b) if Averaging is specified in the Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on the relevant Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day, as the case may be, of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent); or
- (B) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Issue Terms, the rate of exchange appearing on the EM FX Price Source at the EM Valuation Time or Knock-in Valuation Time or Knock-out Valuation Time, as applicable, on (a) if Averaging is not specified in the Issue Terms, the relevant Settlement Price Date, Knock-In Determination Day or Knock-Out Determination Day or (b) if Averaging is specified in the Issue Terms, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the EM Number of Settlement Days.

**"Settlement Price Date"** means the Automatic Early Redemption Valuation Date, Strike Date, Observation Date or Valuation Date, as the case may be.

**"Specified Maximum Days of Disruption"** means the number of days specified in the Issue Terms, or if not so specified, five Scheduled Trading Days.

**"Strike Date"** means the Strike Date specified in the Issue Terms or, if such day is not a Scheduled Trading Day, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) or, or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this sub-paragraph (b) is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

**"Strike Day"** means each date specified as such in the applicable Issue Terms.

**"Strike Period"** means the period specified as the Strike Period in the Issue Terms.

**"Subject Currency"** means the currency(ies) specified as such in the Issue Terms (together, "**Subject Currencies**").

**"Subject Currency Jurisdiction"** means each country for which the relevant Subject Currency is the lawful currency.

**"Unscheduled Holiday"** means a day that is not a Scheduled Trading Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the principal financial centre of the Subject Currency two Scheduled Trading Days prior to the relevant scheduled Settlement Price Date, Averaging Date, Knock-In Determination Day or Knock-Out Determination Day.

**"Valid Date"** means, in respect of an Averaging Date or an Observation Date or Knock-In Determination Day or Knock-Out Determination Day, a Scheduled Trading Day that is not a Disrupted Day and on which another

## **ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES**

Averaging Date or Observation Date or Knock-In Determination Day or Knock-Out Determination Day, respectively, does not occur.

**"Valuation Date"** means any Strike Date, Coupon Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the Issue Terms or, if such day is not a Scheduled Trading Day for a Subject Currency, (a) unless EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of such Subject Currency in the Issue Terms, the immediately succeeding Scheduled Trading Day for such Subject Currency unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 1(b) shall apply; or (b) where EM Foreign Exchange (FX) Rate Provisions are specified as applicable in respect of the relevant Subject Currency in the Issue Terms, the immediately preceding Scheduled Trading Day for such Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in Foreign Exchange (FX) Rate Linked Note Condition 2(c) above, unless, in the opinion of the Calculation Agent, the resultant day determined in accordance with this subparagraph (b) day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2(b) shall apply.

**"Valuation Time"** means, unless otherwise specified in the Issue Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

**"Weighting"** means, in relation to a Subject Currency, the weighting to be applied to it as specified in the Issue Terms or if no such weighting is so specified then no such weighting shall apply.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

### ANNEX 8

#### ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

If specified as applicable in the Issue Terms, the terms and conditions applicable to Credit Linked Notes shall comprise the General Conditions and the additional terms and conditions for Credit Linked Notes set out below (the "Credit Linked Conditions"), together with the terms and conditions as set out in each other Annex which is specified as applicable in the Issue Terms and subject to completion in the Issue Terms. In the event of any inconsistency between the General Conditions and the Credit Linked Conditions, the Credit Linked Conditions shall prevail.

Unless otherwise stated in these Credit Linked Conditions or in the Issue Terms, in the event that any day specified in the section "Credit Linked Interest/Redemption" in the Issue Terms or the last day of any period calculated by reference to calendar days falls on a day that is not a Business Day, such day or last day shall be subject to adjustment in accordance with the applicable Business Day Convention.

In the case of Credit Linked Notes for which more than one Reference Entity or Index is specified in the Issue Terms, all references to "the Reference Entity" or to "the Index" herein shall be construed to refer to the Reference Entity or the Index in respect of which the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly.

For the avoidance of doubt no Credit Linked Notes will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

- (a) any relevant Reference Entity or Index does not exist on, or ceases to exist on or following, the Trade Date; and/or
- (b) Obligations, Deliverable Obligations, Valuation Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

Credit Linked Notes may take the form of Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes, Nth-to-Default Credit Linked Notes, Linear Basket Credit Linked Notes, Index Credit Linked Notes or Long/Short Credit Linked Notes. In the case of Linear Basket Credit Linked Notes and Index Credit Linked Notes, the Notes may be either Non-Tranched ("Non-Tranched Linear Basket Credit Linked Notes" or "Non-Tranched Index Credit Linked Notes", as the case may be) to which either Credit Payment on Maturity or Credit Payment As You Go will apply or Tranched ("Tranched Linear Basket Credit Linked Notes" or "Tranched Index Credit Linked Notes") (as the case may be). In addition, Index Credit Linked Notes may be Basket Tranched Index Credit Linked Notes ("Basket Tranched Index Credit Linked Notes"). Notwithstanding the use of the term "Index", Index Credit Linked Notes are not Index Linked Notes. A Credit Linked Note may also be a Zero Coupon Note.

Credit Linked Notes may be issued in respect of which:

- (a) "Credit Linked Interest" is applicable but "Credit Linked Redemption" is not applicable;
- (b) "Credit Linked Interest" is not applicable but "Credit Linked Redemption" is applicable; and
- (c) "Credit Linked Interest" and "Credit Linked Redemption" are both applicable.

If "Credit Linked Interest" is applicable, Credit Linked Condition 5 shall apply in respect of the Notes. If "Credit Linked Interest" is not applicable, Credit Linked Condition 5 shall not apply in respect of the Notes.

If "Credit Linked Redemption" is applicable, Credit Linked Condition 1 and other Credit Linked Conditions relevant in respect of redemption following the occurrence of a Credit Event Determination Date shall apply in respect of the Notes. If "Credit Linked Redemption" is not applicable, Credit Linked Condition 1 and other Credit Linked Conditions relevant in respect of redemption following the occurrence of a Credit Event Determination Date shall not apply in respect of the Notes.

The Issue Terms shall specify, *inter alia*:

- (a) the type of Credit Linked Notes;
- (b) whether the "Credit Linked Interest" and/or "Credit Linked Redemption" is applicable;
- (c) the Settlement Method (if applicable) and, where Auction Settlement applies, the applicable Fallback Settlement Method;

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

- (d) the Reference Entity or Reference Entities in respect of which a Credit Event may occur or, in the case of Index Credit Linked Notes, the relevant Index Annex;
- (e) the Reference Obligation(s) (if any) in respect of each Reference Entity or, in the case of Index Credit Linked Notes, the relevant Index Annex;
- (f) the Trade Date, the Scheduled Maturity Date and if different from the Scheduled Maturity Date, the Credit Observation End Date;
- (g) the Reference Entity Notional Amount (if applicable) in respect of each Reference Entity;
- (h) the Long Nominal Amount and the Short Nominal Amount (if applicable) in respect of the Long/Short Credit Linked Notes;
- (i) "H" and "L" in the case of Tranched Linear Basket Credit Linked Notes;
- (j) the Attachment Point(s) and the Exhaustion Point(s) in the case of Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes;
- (k) the applicable Credit Multiplier, Credit Event Reduction Factor, Specified Interest Amount Multiplier, LLM and/or SLM (in each case to the extent applicable); and
- (l) the Transaction Type applicable to each Reference Entity if Physical Settlement Matrix is specified as being applicable in the Issue Terms.

Certain elections in respect of Credit Linked Notes and one or more Reference Entities may be made by specifying that the Physical Settlement Matrix is applicable in the Issue Terms. In this case the provisions of Credit Linked Condition 20 apply.

In the case of Index Linked Notes, certain information relating to the Credit Index will be as specified in the Index Annex named in the Issue Terms.

The application of any of Credit Linked Conditions 6, 7, 8, 9 or 11 below shall, for the avoidance of doubt, not preclude the application of any other such Credit Linked Condition either contemporaneously or subsequently and in the event that any such provisions are inconsistent or the Calculation Agent becomes entitled to exercise a discretion under one or more of such provisions, the Calculation Agent may elect in its discretion which provision shall apply and under which provision or provisions it shall exercise its discretion.

### **1. Redemption of Credit Linked Notes**

- (a) Unless previously redeemed or purchased and cancelled and provided that a Credit Event Determination Date has not occurred in respect of any Reference Entity, the Issuer shall redeem each Credit Linked Note on the Maturity Date by payment of the Final Redemption Amount. If a Credit Event Determination Date has occurred in respect of any Reference Entity and "Credit Linked Redemption" is applicable in the Issue Terms, the Issuer shall redeem each Credit Linked Note as described below. References in these Credit Linked Conditions to a Credit Linked Note or a Note are, unless the context otherwise requires, to a nominal amount of Credit Linked Notes equal to the Calculation Amount. Any payment of a "pro rata" amount in respect of a Note will be determined by reference to its nominal amount relative to the then Aggregate Nominal Amount of the Notes.
- (b) Where the Notes are Single Reference Entity Credit Linked Notes and "Credit Linked Redemption" is applicable in the Issue Terms, if a Credit Event Determination Date has occurred in relation to the Reference Entity, then the Notes will be settled in accordance with Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable or, if the Notes are Zero/Set Recovery Notes, the provisions of paragraph (h) below will apply.
- (c) Where the Notes are First-to-Default Credit Linked Notes, if a Credit Event Determination Date has occurred in relation to any of the specified Reference Entities and "Credit Linked Redemption" is applicable in the Issue Terms, then the Notes will be settled in accordance with Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, in relation only to the First Reference Entity (as defined in the definition of Credit Event Determination Date) or, if the Notes are Zero/Set Recovery Notes, the provisions of paragraph (h) below will apply.
- (d) Where the Notes are Nth-to-Default Credit Linked Notes, if a Credit Event Determination Date has occurred in relation to one or more of the specified Reference Entities and "Credit Linked Redemption" is applicable in the Issue Terms, notwithstanding any provision to the contrary in these Credit Linked Conditions, no settlement in accordance with Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, will occur until such time as a Credit Event Determination

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Date has occurred in respect of the Relevant Number of Reference Entities (a "Trigger"). The Reference Entity in respect of which a Credit Event Determination Date has occurred which causes the Trigger to occur is referred to as the "**Triggering Reference Entity**" and the Relevant Number is the number specified as such in the Issue Terms. As of the day on which the Calculation Agent determines that a Credit Event Determination Date has occurred in respect of the Relevant Number of References Entities then (i) Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, shall apply in relation only to the Triggering Reference Entity or (ii) if the Notes are Zero/Set Recovery Notes, the provisions of paragraph (h) below will apply.

- (e) Where the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment on Maturity applies, Tranched Linear Basket Credit Linked Notes, Tranched Index Credit Linked Notes, Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes, if a Credit Event Determination Date has occurred in respect of any specified Reference Entity and "Credit Linked Redemption" is applicable in the Issue Terms, then, in respect of each Credit Linked Note, each Note shall be redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date, subject as provided in paragraph (i) below.

For the avoidance of doubt, this paragraph (e) will apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

In respect of Tranched Linear Basket Credit Linked Notes and for the avoidance of doubt, where a Credit Event Determination Date has occurred with respect to a number of Reference Entities that is equal to or less than L (as defined below), then the Credit Event Redemption Amount will be par.

In respect of Tranched Index Credit Linked Notes and for the avoidance of doubt, where the Attachment Point is not exceeded by the Aggregate Loss Percentage following the occurrence of any Credit Event Determination Date, then the Credit Event Redemption Amount will be par.

In respect of Basket Tranched Index Credit Linked Notes and for the avoidance of doubt, where the relevant Attachment Point is not exceeded by the relevant Aggregate Loss Percentage following the occurrence of any Credit Event Determination Date in respect of each of the Basket Tranched Index Components, then the Credit Event Redemption Amount will be par.

Prior to each date on which a payment is due on the Credit Linked Notes, the Issuer shall procure that Noteholders are notified in accordance with Condition 13 of each Credit Event that has occurred since the previous payment date, provided that any delay or failure in the delivery of a such notice shall not affect the validity of any Credit Event Determination Date.

- (f) Where the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies and "Credit Linked Redemption" is applicable in the Issue Terms, if a Credit Event Determination Date has occurred in respect of any specified Reference Entity: (i) the Issuer shall give notice in each case that a Credit Event Determination Date has occurred (such notice a "**Settlement Notice**") to the Noteholders in accordance with General Condition 13 and (ii) in respect of each Credit Linked Note:

- (i) the Issuer shall pay as an Instalment Amount for the purposes of General Condition 6(i) an amount equal to the relevant Credit Event Amount, if any, on the relevant Credit Event Payment Date which will be the relevant Instalment Date; and
- (ii) each Note shall be redeemed at the Credit Event Redemption Amount on the Credit Event Redemption Date, provided that if on or prior to the Credit Event Redemption Date and save where any Protected Amount is payable, a Credit Event Determination Date has occurred in respect of all the specified Reference Entities each Credit Linked Note will be redeemed (together with accrued interest, if any) at the final Credit Event Amount on the final Credit Event Payment Date, subject as provided in paragraph (i) below.

For the avoidance of doubt part (i) of this provision will apply and part (ii) of this provision will apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

Any delay in the delivery of a Settlement Notice or failure by the Issuer to deliver a Settlement Notice shall not affect the validity of the Credit Event Determination Date in respect of the affected Reference Entity.

- (g) Where only a part of an issuance of Notes is credit linked (which will be the case where the Credit Multiplier is less than 1), references in these Credit Linked Conditions to the "Scheduled Maturity"

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

"Date" shall be references to the Scheduled Maturity Date of the credit linked part of the Notes only and notwithstanding any other provision of the Conditions, the Maturity Date of the Notes shall be the later of the Maturity Date determined in accordance with these Credit Linked Conditions, and the final Instalment Date specified in the Issue Terms.

- (h) Where the Notes are Zero/Set Recovery Notes then if a Credit Event Determination Date has occurred in respect of any Reference Entity (in the case of Single Reference Entity Credit Linked Notes, Linear Basket Credit Linked Notes, Index Credit Linked Notes, First-to-Default Credit Linked Notes or Long/Short Credit Linked Notes) or in respect of the Triggering Reference Entity (in the case of Nth-to-Default Credit Linked Notes) then following a Credit Event Determination Date in respect of any such Reference Entity the provisions of Credit Linked Conditions 2, 3 or 4 will not apply but (i) each Single Reference Entity Credit Linked Note, First-to-Default Credit Linked Note and Nth-to-Default Credit Linked Note will be redeemed by payment of the Credit Event Redemption Amount, if any, on the Credit Event Redemption Date together with accrued interest, if any, and (ii) each Linear Basket Credit Linked Note, Index Credit Linked Note or Long/Short Credit Linked Note may be redeemed (or otherwise) as provided in paragraph (e) or (f) above, as applicable and/or paragraph (i) below, if applicable.
- (i) Where any Credit Event Redemption Amount is zero (whether the Notes are Zero/Set Recovery Notes or otherwise) then, other than for the payment of any accrued interest or any other due but unpaid amounts or any interest amount not subject to the Credit Linked Conditions, the Notes will be cancelled as of the Credit Event Redemption Date or, if other, the day on which it is determined that the Credit Event Redemption Amount is or would be, were it to be so calculated in respect of such day, zero with no payment being due other than any final amount of accrued interest or any other due but unpaid amounts. The Issuer will have no further obligations in respect of the Credit Linked Notes.
- (j) For the avoidance of doubt, the aggregate outstanding nominal amount in respect of Zero Coupon Notes is equal to 100 per cent. of their face amount.
- (k) For the avoidance of doubt the provisions of Credit Linked Conditions 6, 7, 8, 9 and 11 may each apply to First-to-Default Credit Linked Notes and Nth-to-Default Credit Linked Notes meaning that subject to paragraph 1(g) above, the Maturity Date may be delayed beyond the Scheduled Maturity Date in certain circumstances.
- (l) If any purchase and cancellation of Notes occurs under General Condition 6(g) or any further issue under General Condition 12, the Calculation Agent will make such adjustments to the applicable Issue Terms and/or these Credit Linked Conditions as it determines appropriate (including Reference Entity Notional Amounts) to ensure the Notes continue to reflect economic intentions.

### **2. Auction Settlement**

- (a) Where Auction Settlement is specified as the applicable Settlement Method in the Issue Terms and a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date, the Issuer shall give notice (such notice an "**Auction Settlement Notice**") to the Noteholders in accordance with General Condition 13, and, subject to these Credit Linked Conditions where "Credit Linked Redemption" is specified as applicable in the Issue Terms only, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Credit Event Redemption Amount in the relevant Specified Notes Currency on the Credit Event Redemption Date.
- (b) Unless settlement has occurred in accordance with the paragraph above, if:
  - (i) an Auction Cancellation Date occurs;
  - (ii) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraphs (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer has not exercised the Movement Option);
  - (iii) a DC Credit Event Question Dismissal occurs; or
  - (iv) a Credit Event Determination Date was determined pursuant to paragraph a(i) of the definition of Credit Event Determination Date or paragraph (a) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred in respect of the relevant Credit Event on or prior to the date falling three Business Days after such Credit Event Determination Date,

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

then:

- (x) if Fallback Settlement Method – Cash Settlement is specified as applicable in the Issue Terms, the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 3 below; or
- (y) if Fallback Settlement Method – Physical Delivery is specified as applicable in the Issue Terms, the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 4 below.

*If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 2, upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor. For the avoidance of doubt, following redemption of a portion of the Notes in accordance with the foregoing, the Issuer may still have payment obligations in respect of any outstanding portion of the Notes.*

### 3. Cash Settlement

If a Credit Event Determination Date has occurred, then where Cash Settlement is specified as the applicable Settlement Method in the Issue Terms or if Credit Linked Condition 2(b)(iv)(x) above applies, the Issuer shall give notice (such notice a "**Cash Settlement Notice**") to the Noteholders in accordance with General Condition 13, and, where "Credit Linked Redemption" is specified as applicable, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Credit Event Redemption Amount in the relevant Specified Notes Currency on the Credit Event Redemption Date.

If Cash Settlement applies and "Mod R" is specified as applicable in the Issue Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then, unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Valuation Obligation may be included in the Valuation Obligations Portfolio only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

If Cash Settlement applies and "Mod Mod R" is specified as applicable in the Issue Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Valuation Obligation may be included in the Valuation Obligations Portfolio only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

*If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 3, upon payment of the Credit Event Redemption Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Credit Event Redemption Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor. For the avoidance of doubt, following redemption of a portion of the Notes in accordance with the foregoing, the Issuer may still have payment obligations in respect of any outstanding portion of the Notes.*

### 4. Physical Settlement

If a Credit Event Determination Date has occurred, then where Physical Delivery is specified as the applicable Settlement Method in the Issue Terms or if Credit Linked Condition 2(b)(iv)(y) above applies, then, subject to any prior redemption, the Issuer shall, following the receipt of a Calculation Agent Physical Settlement Notice, give notice (such notice a "**Notice of Physical Settlement**") to the

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Noteholders in accordance with General Condition 13, and where "Credit Linked Redemption" is specified as applicable subject to these Credit Linked Conditions, in particular Credit Linked Condition 1, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer by the Delivery of the Deliverable Obligations comprising the Entitlement on the Credit Settlement Date, subject to and in accordance with the General Conditions and these Credit Linked Conditions. The relevant Asset Package, if applicable, will be deemed to be a Deliverable Obligation and the composition of the Asset Package and the Entitlement in respect of each Credit Linked Note equal to the Calculation Amount will be determined by reference to the relevant Prior Deliverable Obligation or Package Observable Bond specified in the relevant Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable. Where appropriate the Calculation Agent may make any adjustment in relation to provisions for physical delivery and determination of the Entitlement to take account of the relevant Asset Package.

In the Notice of Physical Settlement, the Issuer shall specify the Deliverable Obligations comprising the Entitlement that it reasonably expects to Deliver. For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Entitlement, irrespective of their market value. The Notice of Physical Settlement shall include (i) details of the relevant Reference Entity, (ii) the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case the relevant "**Outstanding Amount**") and, if different, the face amount, of each such Deliverable Obligation. The aggregate Outstanding Amount of all Deliverable Obligations specified in the Notice of Physical Settlement that the Issuer intends to Deliver shall be the relevant "**Aggregate Outstanding Amount**".

The Issuer may, from time to time, amend a Notice of Physical Settlement by delivering a notice to Noteholders in accordance with General Condition 13, (each such notification, a "**Physical Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Outstanding Amount of each Replacement Deliverable Obligation identified in the Physical Settlement Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligation(s) specified in any Physical Settlement Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligation(s) specified in the Notice of Physical Settlement or any earlier Physical Settlement Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such Physical Settlement Amendment Notice must be effective on or prior to the Credit Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with General Condition 13, prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall on the PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders (in accordance with General Condition 13) of the detailed description of the Asset Package, if any, that the Issuer will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a Physical Settlement Amendment Notice.

If Physical Settlement applies and "Mod R" is specified as applicable in the Issue Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then, unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

If Physical Settlement applies and "Mod Mod R" is specified as applicable in the Issue Terms and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

*If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 4, upon Delivery of the Deliverable Obligations and/or payment of the Partial Cash Settlement Amounts, as the case may be, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount, as the case may be, may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer or the Guarantor. For the avoidance of doubt, following redemption of a portion of the Notes in accordance with the foregoing, the Issuer may still have payment obligations in respect of any outstanding portion of the Notes.*

### **5. Accrual of Interest**

- (a) Where "Credit Linked Interest" is specified in the Issue Terms to not apply or the Credit Linked Conditions are specified in the Issue Terms not to apply to any interest provisions of the Notes then, notwithstanding the occurrence of a Credit Event Determination Date, for such purposes, each Note will continue to bear interest in accordance with General Condition 4(g) up to but excluding the Scheduled Maturity Date (with such date being deemed to be the final Interest Payment Date).
  - (b) If "Credit Linked Interest" is applicable but "Credit Linked Redemption" is not applicable, then notwithstanding "Credit Linked Redemption" is not applicable, any notice that the Issuer would be obliged under the Credit Linked Conditions to provide to Noteholders if "Credit Linked Redemption" were applicable, shall nevertheless be provided to Noteholders unless the Calculation Agent determines that such notice is not relevant given "Credit Linked Redemption" is not applicable.
  - (c) Where the Notes are Single Reference Entity Notes, First-to-Default Credit Linked Notes, or Nth-to-Default Credit Linked Notes, and "Credit Linked Interest" is applicable in the Issue Terms, then, subject as provided in paragraph (d) in respect of Nth-to-Default Credit Linked Notes, if and to the extent that:
    - (i) "Accrual of Interest up to Credit Event" is specified in the Issue Terms as not applicable to any interest provisions of the Notes then, notwithstanding General Condition 4(g), each Note to which the Credit Linked Conditions apply shall, to the extent to which "Credit Linked Interest" is expressed to apply to such Notes, cease to bear interest from the Interest Payment Date immediately preceding the Credit Event Determination Date, or if the Credit Event Determination Date is an Interest Payment Date such Interest Payment Date, or, if the Credit Event Determination Date falls prior to the first Interest Payment Date, no interest shall accrue on the Notes; or
    - (ii) "Accrual of Interest up to Credit Event" is specified in the Issue Terms as applicable to any interest provisions of the Notes then, notwithstanding General Condition 4(g), each Note to which the Credit Linked Conditions apply shall, to the extent to which "Credit Linked Interest" is expressed to apply to such Notes, cease to bear interest from the Credit Event Determination Date; and
- provided that, in the case of (i) or (ii) if:
- (x) Credit Linked Condition 6, Credit Linked Condition 7 or Credit Linked Condition 8 applies in respect of the Notes and, in the case of Credit Linked Condition 6, a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of Credit Linked Condition 7, a Failure to Pay has not occurred on or prior to the Grace Period Extension Date or, in the case of Credit

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Linked Condition 8, a Credit Event has not occurred on or prior to the DC Cut-off Date, as the case may be; and/or

- (y) Credit Linked Condition 9 applies in respect of the Notes and a Credit Event Determination Date or the Repudiation/Moratorium Extension Condition, as applicable, has not occurred or are not satisfied on or prior to the Postponed Maturity Date,

then to the extent that "Credit Linked Interest" is expressed to apply to the Notes, interest will accrue as provided in Credit Linked Condition 6, Credit Linked Condition 7, Credit Linked Condition 8 or Credit Linked Condition 9, as the case may be.

- (d) Where the Notes are Nth-to-Default Credit Linked Notes and "Credit Linked Interest" is applicable, no interest adjustment in accordance with this Credit Linked Condition 5 will occur until such time as a Trigger has occurred. As of the day on which the Calculation Agent determines that a Trigger has occurred, then the Credit Event Determination Date will be deemed to have occurred only on such day.

- (e) Where the Notes are Non-Tranchéd Linear Basket Credit Linked Notes or Non-Tranchéd Index Credit Linked Notes to which Credit Payment on Maturity applies, Tranchéd Linear Basket Credit Linked Notes, Tranchéd Index Credit Linked Notes, Basket Tranchéd Index Credit Linked Notes or Long/Short Credit Linked Notes, if a Credit Event Determination Date has occurred in respect of any specified Reference Entity and "Credit Linked Interest" is specified as applicable then, in respect of each Credit Linked Note unless the Credit Linked Note is a Zero Coupon Note, the interest calculation basis described in paragraph (g) below will apply.

For the avoidance of doubt paragraph (e) above will apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

- (f) Where the Notes are Non-Tranchéd Linear Basket Credit Linked Notes or Non-Tranchéd Index Credit Linked Notes to which Credit Payment As You Go applies and "Credit Linked Interest" is specified as applicable then, if a Credit Event Determination Date has occurred in respect of any specified Reference Entity: (i) the Issuer shall give notice in each case that a Credit Event Determination Date has occurred (such notice a "**Settlement Notice**") to the Noteholders in accordance with General Condition 13 and (ii) in respect of each Credit Linked Note unless the Credit Linked Note is a Zero Coupon Note, the interest calculation basis described in paragraph (g) below will apply.

For the avoidance of doubt paragraph (f) above will apply in relation to each Reference Entity in respect of which a Credit Event Determination Date has occurred.

Any delay in the delivery of a Settlement Notice or failure by the Issuer to deliver a Settlement Notice shall not affect the validity of the Credit Event Determination Date in respect of the affected Reference Entity.

- (g) In the case of Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes, each Note will bear interest pursuant to, and in accordance with, General Condition 4, and for such purposes the aggregate outstanding nominal amount of the Notes shall be deemed to be the Adjusted Credit Outstanding Nominal Amount or, in the case of each of General Condition 4(a)(y) or 4(b)(v)(B), the Calculation Amount shall be deemed to be each Note's pro rata share of the Adjusted Credit Outstanding Nominal Amount, in each case on the relevant Interest Payment Date or the relevant date for payment pursuant to Credit Linked Conditions 6, 7, 8, 9 or 11. For the avoidance of doubt, this paragraph (g) is intended to apply to Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes which are Zero Coupon Notes, subject to the provisions of sub-paragraph (h) below.

- (h) For these purposes "**Adjusted Credit Outstanding Nominal Amount**" means, on any Interest Payment Date or date for payment pursuant to Credit Linked Conditions 6, 7, 8, 9, or 11:

- (i) in the case of Non-Tranchéd Linear Basket Credit Linked Notes or Non-Tranchéd Index Credit Linked Notes (i) the aggregate outstanding nominal amount multiplied by the Credit Multiplier minus (ii) the product of (a) the aggregate outstanding nominal amount multiplied by the Credit Multiplier and (b) a fraction with (x) the original aggregate Reference Entity Notional Amounts of Reference Entities in respect of which a Credit Event Determination Date has occurred on or prior to the relevant Interest Payment Date or date for payment pursuant to Credit Linked Conditions 6, 7, 8, 9 or 11, as the case may be, as numerator and (y) the original aggregate Reference Entity Notional Amounts of the original number of Reference

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Entities to which the Notes relate, in each case as of the Issue Date of the first Tranche of the Notes, as denominator;

- (ii) in the case of Tranched Linear Basket Credit Linked Notes, an amount determined by the Calculation Agent by reference to the following formula:

$$\left[ [aggregate\ outstanding\ nominal\ amount * CM] * \left( 1 - \left( \frac{1}{H - L} \right) * Min[H - L; Max[N - L; 0]] \right) \right]$$

Where,

"CM" means Credit Multiplier, which if specified as "Not applicable" in the Issue Terms shall be equal to 1;

"H" means the higher tranche level, expressed as a number of Reference Entities as specified in the Issue Terms;

"L" means the lower tranche level, expressed as a number of Reference Entities as specified in the Issue Terms; and

"N" means the number of Reference Entities for which a Credit Event Determination Date has occurred; or

- (iii) in the case of Tranched Index Credit Linked Notes, an amount determined by the Calculation Agent by reference to the following formula:

$$\left[ [aggregate\ outstanding\ nominal\ amount * CM] * \left( 1 - \left( \frac{1}{EP - AP} \right) * Min[EP - AP; Max[ALP - AP; 0]] \right) \right]$$

Where,

"ALP" means the Aggregate Loss Percentage;

"AP" means the Attachment Point;

"CM" means Credit Multiplier, which if specified as "Not applicable" in the Issue Terms shall be equal to 1;

"EP" means the Exhaustion Point.

- (iv) In the case of Basket Tranched Index Credit Linked Notes, amount determined by the Calculation Agent by reference to the following formula:

$$[aggregate\ outstanding\ nominal\ amount * CM] * \sum_{z=1}^Z CW_z * \left[ \left( 1 - \left( \frac{1}{EP_z - AP_z} \right) * Min[EP_z - AP_z; Max[ALP_z - AP_z; 0]] \right) \right]$$

"ALP<sub>z</sub>" means the Aggregate Loss Percentage<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> being the Aggregate Loss Percentage determined in respect of Basket Tranched Index Component<sub>z</sub>;

"AP<sub>z</sub>" means the Attachment Point<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"CW<sub>z</sub>" is the "Component Weighting<sub>z</sub>" of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"EP<sub>z</sub>" means the Exhaustion Point<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms; and

"z" means the number of Basket Tranched Index Components comprising the Basket Tranched Index Credit Linked Notes;

- (v) In the case of Long/Short Credit Linked Notes, an amount determined by the Calculation Agent to be equal to the amount that would be:

- (i) where the Long Exposure comprises Single Reference Entity Exposure, First-to-Default Exposure, or Nth-to-Default Exposure:

- (A) prior to the date on which such Long Exposure would cease to accrue interest under paragraph (b) above if, as applicable, a Single Reference Entity Exposure were Single Reference Entity Credit Linked Notes, a First-

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

to-Default Exposure were First-to-Default Credit Linked Notes and a Nth-to-Default Exposure were Nth-to-Default Credit Linked Notes, the aggregate outstanding nominal amount of the Notes; and

- (B) on or after the date on which such Long Exposure would cease to accrue interest under paragraph (b) above if, as applicable, a Single Reference Entity Exposure were Single Reference Entity Credit Linked Notes, a First-to-Default Exposure were First-to-Default Credit Linked Notes and a Nth-to-Default Exposure were Nth-to-Default Credit Linked Notes, zero; or
- (ii) where the Long Exposure comprises Non-Tranched Linear Basket Exposure, Non-Tranched Index Exposure, Tranched Linear Basket Exposure, Tranched Index Exposure or Basket Tranched Index Exposure, the Adjusted Credit Outstanding Nominal Amount of the Notes determined by the Calculation Agent as if
  - (A) the aggregate outstanding nominal amount was equal to the Long Nominal Amount; and
  - (B) as applicable, a Non-Tranched Linear Basket Exposure were Non-Tranched Linear Basket Credit Linked Notes, a Non-Tranched Index Exposure were Non-Tranched Index Credit Linked Notes, a Tranched Linear Basket Exposure were Tranched Linear Basket Credit Linked Notes, a Tranched Index Exposure were Tranched Index Credit Linked Notes or a Basket Tranched Index Exposure were Basket Tranched Index Credit Linked Notes;

and sub-paragraphs (h)(i) to (iv) were construed accordingly.

### **6. Repudiation/Moratorium Extension**

If "Repudiation/Moratorium" is specified as a Credit Event in the Issue Terms, the provisions of this Credit Linked Condition 6 shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Credit Observation End Date or any Interest Payment Date (determined by reference to the Relevant Time) but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Credit Observation End Date or any Interest Payment Date or, if Credit Linked Condition 9(y) applies, the Postponed Maturity Date or Postponed Interest Payment Date (as defined in Credit Linked Condition 9) and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation/Moratorium may, in the sole determination of the Calculation Agent, fall after the Scheduled Maturity Date or relevant Interest Payment Date, then the Calculation Agent shall notify the Noteholders in accordance with General Condition 13 that a Potential Repudiation/Moratorium has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and:

- (a) in relation to such event as of the Scheduled Maturity Date, where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
  - (i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date; and
  - (ii) in the case of interest bearing Credit Linked Notes and to the extent that the "Credit Linked Interest" is stated to be applicable to such Notes, the Issuer shall be obliged to pay interest (if any) calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
  - (iii) in the case of Credit Linked Notes which are Zero Coupon Notes, no amount in addition to the Final Redemption Amount shall be payable in respect of such delay; or
- (b) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred and "Credit Linked Redemption" is

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

applicable, the provisions of Credit Linked Condition 1, Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, shall apply to the Credit Linked Notes; or

- (c) in relation to such event as of an Interest Payment Date and where "Credit Linked Interest" is applicable, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (i) a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date then the relevant amount of interest shall be payable on the second Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and a Credit Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the second Business Day following the applicable Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest Payment Date.

### **7. Grace Period Extension**

If "Grace Period Extension" is specified as applicable in the Issue Terms (or applies pursuant to application of the Physical Settlement Matrix), the provisions of this Credit Linked Condition 7 shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Credit Observation End Date or any Interest Payment Date (determined by reference to the Relevant Time) but, in the determination of the Calculation Agent, a Potential Failure to Pay has occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Credit Observation End Date or relevant Interest Payment Date (determined by reference to the Relevant Time) (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date or relevant Interest Payment Date), then the Calculation Agent shall notify the Noteholders in accordance with General Condition 13 that a Potential Failure to Pay has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and:

- (a) in relation to a Potential Failure to Pay existing as of the Scheduled Maturity Date, where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
- (i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Grace Period Extension Date; and
  - (ii) in the case of interest bearing Credit Linked Notes and to the extent that the "Credit Linked Interest" is applicable, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Grace Period Extension Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
  - (iii) in the case of Credit Linked Notes which are Zero Coupon Notes, no amount in addition to the Final Redemption Amount shall be payable in respect of such delay; or
- (b) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred, to the extent that the Credit Linked Conditions are stated to apply to such Notes and "Credit Linked Redemption" is applicable, the provisions of Credit Linked Condition 1, Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, shall apply to the Credit Linked Notes; or
- (c) in relation to such event as of an Interest Payment Date and where "Credit Linked Interest" is applicable, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (i) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date then the relevant amount of interest shall be payable on the second Business Day following the Grace Period Extension Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

above; or (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and a Credit Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the second Business Day following the applicable Grace Period Extension Date.

### **8. Credit Derivatives Determinations Committee Extension**

If, in the determination of the Calculation Agent, a Potential Credit Event has occurred on or prior to the Credit Observation End Date or any Interest Payment Date and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date or any Interest Payment Date (determined by reference to the Relevant Time) then the Calculation Agent shall notify Noteholders in accordance with General Condition 13 that the Maturity Date (where "Credit Linked Redemption" is applicable) or relevant Interest Payment Date (where "Credit Linked Interest" is applicable) has been postponed to a date (the "**DC Determination Cut-off Date**") being the day falling (i) (a) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement or (b) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second Business Day following the relevant DC No Credit Event Announcement or, if later (ii) fifteen (15) Business Days following the DC Credit Event Question Dismissal, and:

- (a) in the case of the Maturity Date, where a Credit Event has not occurred on or prior to the DC Determination Cut-off Date:
  - (i) each nominal amount of Credit Linked Notes equal to the Calculation Amount will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the DC Determination Cut-off Date; and
  - (ii) in the case of interest bearing Credit Linked Notes and to the extent that the "Credit Linked Interest" is applicable to such Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or if none the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the DC Determination Cut-off Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
  - (iii) in the case of Credit Linked Notes which are Zero Coupon Notes, no amount in addition to the Final Redemption Amount shall be payable in respect of such delay; or
- (b) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred and where "Credit Linked Redemption" is applicable, to the extent that the Credit Linked Conditions are stated to apply to such Notes, the provisions of Credit Linked Condition 1, Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, shall apply to the Credit Linked Notes; or
- (c) in relation to such event as of an Interest Payment Date and where "Credit Linked Interest" is applicable, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case where (i) a Credit Event has not occurred on or prior to the DC Determination Cut-off Date then the relevant amount of interest shall be payable on the second Business Day following the DC Determination Cut-off Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the second Business Day following the applicable DC Determination Cut-off Date.

### **9. Maturity Date/Interest Payment Date Extension in the case of Credit Linked Notes**

- (a) The following provisions of this Credit Linked Condition 9 apply to Credit Linked Notes and, for the avoidance of doubt, may be applied on more than one occasion. The provisions of this Condition 9 shall only apply to postpone any payment of principal in respect of the Maturity Date if "Credit Linked Redemption" is applicable and/or to postpone any payment of interest in respect of any Interest Payment Date if "Credit Linked Interest" is applicable.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Without prejudice to Credit Linked Condition 11, if:

- (x) on (A) the Scheduled Maturity Date or any Interest Payment Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applying in the Issue Terms, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, a Credit Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred or may occur; or
- (y) on the Scheduled Maturity Date or any Interest Payment Date, in the determination of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred or may occur,

the Calculation Agent may at its option notify the Noteholders in accordance with General Condition 13 that the Maturity Date, the relevant Interest Payment Date, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, has been postponed to a date (such date the "**Postponed Maturity Date**" or, in the case of an Interest Payment Date, the "**Postponed Interest Payment Date**") specified in such notice falling fifteen (15) Business Days after the Credit Observation End Date, the relevant Interest Payment Date, the relevant Repudiation/Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, or if such day is not a Business Day the immediately succeeding Business Day, and:

where:

- (i) in the case of Credit Linked Condition 9(x), a Credit Event Determination Date has not occurred on or prior to the Postponed Maturity Date or relevant Postponed Interest Payment Date or, in the case of Credit Linked Condition 9(y), the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Maturity Date or relevant Postponed Interest Payment Date;
  - (ii) subject as provided below, in the case of a Postponed Maturity Date each Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Postponed Maturity Date; and
  - (iii) in the case of a Postponed Maturity Date and interest bearing Credit Linked Notes, to the extent that "Credit Linked Interest" is applicable to such Notes, the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Payment Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or
  - (iv) in the case of a Postponed Interest Payment Date, the Issuer shall be obliged to pay the relevant amount of interest on the second Business Day following the Postponed Interest Payment Date and no further or other amounts in respect of interest shall be payable as a result of such delay; or
  - (v) in the case of Credit Linked Notes which are Zero Coupon Notes, no amount in addition to the Final Redemption Amount shall be payable in respect of such delay; or
- (b) where:
- (i) in the case of Credit Linked Condition 9(x), a Credit Event Determination Date has occurred on or prior to the Postponed Maturity Date or relevant Postponed Interest Payment Date and where "Credit Linked Redemption" is applicable, the provisions of Credit Linked Condition 1, Credit Linked Condition 2, Credit Linked Condition 3 or Credit Linked Condition 4, as applicable, shall apply to the Credit Linked Notes; or
  - (ii) in the case of Credit Linked Condition 9(y), the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Maturity Date or relevant Postponed Interest Payment Date and where "Credit Linked Redemption" is applicable, the provisions of Credit Linked Condition 1 or Credit Linked Condition 6 shall apply to the Credit Linked Notes.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

Notwithstanding any other provision of these Credit Linked Conditions, no Credit Event may occur after the Credit Observation End Date unless that Credit Event occurs as a result of and is related to a Potential Failure to Pay, a Potential Repudiation/Moratorium or a Credit Event Resolution Request Date which occurred on or prior to the Credit Observation End Date

### **10.**

#### **Partial Cash Settlement**

If all or a portion of the Obligations comprising the Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations, the Issuer shall give notice (a "**Partial Cash Settlement Notice**") to the Noteholders in accordance with General Condition 13 and the Issuer shall pay in respect of each Undeliverable Obligation and/or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date.

In the Partial Cash Settlement Notice, the Issuer must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

Unless otherwise specified in the Issue Terms, for the purposes of this Credit Linked Condition 10 only the following terms shall be defined as follows and such definitions will apply notwithstanding other definitions of such terms in Credit Linked Condition 13:

**"Indicative Quotation"** means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

**"Market Value"** means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (i) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (ii) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applying in the Issue Terms and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (b) of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which at least two Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day following the Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

**"Partial Cash Settlement Amount"** is deemed to be, for an Undeliverable Obligation or a Hedge Disruption Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, determined as provided in this Credit Linked Condition less if applicable (C) a *pro rata* share of Unwind Costs, if any (but excluding any Unwind Costs already taken into account in

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

calculating the relevant Entitlement), and (ii) zero provided that where (i) the relevant Undeliverable Obligation or Hedge Disruption Obligation forms part of the Asset Package and the Calculation Agent determines in its sole discretion that a Final Price cannot reasonably be determined in respect of such Undeliverable Obligation or Hedge Disruption Obligation, then the Partial Cash Settlement Amount will be an amount calculated by the Calculation Agent in its sole discretion equal to the fair market value of the relevant Undeliverable Obligation or Hedge Disruption Obligation less Unwind Costs.

**"Partial Cash Settlement Date"** is deemed to be the date falling three Business Days after the calculation of the Final Price.

**"Quotation"** means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the Issue Terms, each Indicative Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the relevant Undeliverable Obligation or Hedge Disruption Obligation 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 Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the Issue Terms, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the Issue Terms, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this determination.

**"Quotation Amount"** is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount equal to at least the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

**"Quotation Method"** is deemed to be Bid.

**"Reference Obligation"** means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable in the Issue Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms), (ii) there is no Standard Reference Obligation and either (iii) "Initially none" is specified in the Issue Terms in respect of the Reference Obligation, or (iv) a Non-Standard Reference Obligation is specified in the Issue Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms), the Reference Obligation is the Standard Reference Obligation and the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation and the Calculation Agent will select as a substitute Reference Obligation any Deliverable Obligation with the same level of seniority as the relevant Seniority Level, provided that, if there is no Deliverable Obligation with the same level of seniority as the relevant Seniority Level, the Calculation Agent may select any Deliverable Obligation as a substitute Reference Obligation.

In addition:

- (i) the Calculation Agent may at any time (x) replace the Reference Obligation with any Deliverable Obligation with the same level of seniority as the relevant Seniority Level from time to time, provided that, if there is no Deliverable Obligation with the same level of seniority as the relevant Seniority Level, the Calculation Agent may select any Deliverable Obligation as the replacement Reference Obligation or (y) where there is no Reference Obligation, including for the avoidance of doubt where "Initially none" is specified in the Issue Terms in respect of the Reference Obligation, select any Deliverable Obligation as the Reference Obligation; and
- (ii) if "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms) and a new obligation is placed on the SRO List in respect of the relevant Reference Entity, then the Calculation Agent may, but is not obliged to, select the new Standard Reference Obligation in respect of the Reference Entity as the Reference Obligation. The provisions of this definition may be applied by the Calculation Agent on more than one occasion and are without prejudice to the right of the Calculation Agent to determine a Substitute Reference Obligation.

Without prejudice to the paragraphs above:

- (a) in the case of iTraxx Index Credit Linked Notes (or Long/Short Credit Linked Notes referencing such Index), the Reference Obligation will be the Reference Obligation (if any) specified as such opposite the relevant Reference Entity in the Index Annex, subject to the definition of "Substitute Reference Obligation" below and the following paragraph:

If there is no Standard Reference Obligation and the Index Sponsor publishes a replacement Reference Obligation for a Reference Entity, the Calculation Agent will select such Reference Obligation as the Reference Obligation hereunder for such Reference Entity rather than applying the provisions of the definition of "Substitute Reference Obligation" above; and

- (b) in the case of CDX Index Credit Linked Notes (or Long/Short Credit Linked Notes referencing such Index), the Reference Obligation will be the Reference Obligation (if any) specified as such in the Index and specified opposite the Reference Entity in the Index Annex, subject as provided in paragraph (b) of the definition of "Index Annex" below and to the "Substitute Reference Obligation" provisions herein.

For the avoidance of doubt, in the case of (a) and (b) above, where there is no Reference Obligation specified for the relevant Reference Entity in the Index Annex, the provisions of (i)(y) above shall apply and the Calculation Agent may select any Deliverable Obligation as the Reference Obligation.

**"Valuation Date"** means, for the purposes of this Credit Linked Condition 10, the fifth Business Day after the Credit Settlement Date.

**"Valuation Method"** is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case "Valuation Method" is deemed to be Market.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

**"Valuation Time"** is the time specified as such in the Issue Terms, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be.

**"Weighted Average Quotation"** means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount that in aggregate are approximately equal to the Quotation Amount.

### **11. Settlement Suspension**

#### **(a) Suspension**

Without prejudice to Credit Linked Condition 9, if, following the determination of a Credit Event Determination Date but prior to the Credit Settlement Date or, to the extent applicable, a Valuation Date, there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of this Credit Linked Condition 11 and the definitions of Credit Event Redemption Date, Valuation Date, Physical Settlement Period and PSN Cut-off Date, and any other Credit Linked Condition provision(s) as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. During such suspension period none of the Issuer, the Calculation Agent or any Noteholder are obliged to, nor are they entitled to, take any action in connection with the settlement of the Notes. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of the Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary with the Issuer having the benefit of the full day notwithstanding when the tolling or suspension began in accordance with this Credit Linked Condition 11.

In the event of any such Suspension Period, the Calculation Agent may make (x) such consequential or other adjustment(s) or determination(s) to or in relation to the General Conditions and these Credit Linked Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (y) determine the effective date of such adjustment(s) or determination(s).

#### **(b) Interest**

In the case of interest bearing Credit Linked Notes to the extent that "Credit Linked Interest" is applicable as specified in the Issue Terms:

- (i) if a Suspension Period falls in any one or more Interest Period(s), then no interest (or any interest on any delayed payment of interest) shall accrue during each portion of an Interest Period during which a Suspension Period exists; and
- (ii) if an Interest Payment Date falls in a Suspension Period, such Interest Payment Date will be deferred until such date as determined by the Calculation Agent falling no earlier than the first Payment Day and no later than the fifth Payment Day following the end of the Suspension Period, all subject to the provisions of General Condition 5 and Credit Linked Conditions 6, 7 and 8.

### **12. Redemption following a Merger Event**

If "Merger Event" is specified as applying in the Issue Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Noteholders in accordance with General Condition 13 and redeem all but not some only of the Credit Linked Notes and pay in respect of each Credit Linked Note, the Merger Event Redemption Amount on the Merger Event Redemption Date in each case as specified in the Issue Terms.

### **13. Definitions applicable to Credit Linked Notes**

**"2.5-year Limitation Date"** has the meaning given to that term in the definition of "Limitation Date".

**"10-year Limitation Date"** has the meaning given to that term in the definition of "Limitation Date".

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

**"Accrued Interest"** means for the purpose of these Credit Linked Conditions:

- (a) in respect of any Notes for which "Physical Settlement" is specified to be the Settlement Method in the Issue Terms (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the Issue Terms, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine in its reasonable discretion);
- (b) in respect of any Notes for which "Cash Settlement" is specified to be the applicable Settlement Method in the Issue Terms (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2), and:
  - (i) "Include Accrued Interest" is specified in the Issue Terms, the Outstanding Principal Balance of the Valuation Obligation shall include accrued but unpaid interest;
  - (ii) "Exclude Accrued Interest" is specified in the Issue Terms, the Outstanding Principal Balance of the Valuation Obligation shall not include accrued but unpaid interest; or
  - (iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the Issue Terms, the Calculation Agent shall determine, based on the then current market practice in the market of the Valuation Obligation whether the Outstanding Principal Balance of the Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or
- (c) if Credit Linked Condition 10 applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

**"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.

**"Aggregate Loss Percentage"** means:

- (a) if "Zero Recovery" is specified as applicable in the Issue Terms, the sum of the Reference Entity Weightings for each Reference Entity for which a Credit Event Determination Date has occurred; and
- (b) if "FP Recovery" is specified as applicable in the Issue Terms, a percentage calculated by the Calculation Agent equal to:

$$\left[ \left( \sum_{l=1}^n \text{REW}_{A,i} \times (100\% - \text{FP}_{A,i}) \right) \right]$$

Expressed in words, this is (a) the sum of, in respect of each Reference Entity for which a Credit Event Determination Date has occurred, the product of (i) the Reference Entity Weighting and (ii) 100% minus the Final Price, Auction Final Price or the Set/Zero Recovery Price (as applicable), expressed as a percentage.

Where

"**FP**" is the Final Price, the Auction Final Price or the Set/Zero Recovery Price, as applicable, with  $\text{FP}_{A,i}$  being such value in respect of the Reference Entity for which a Credit Event Determination Date has occurred;

"**n**" is the number of Reference Entities for which a Credit Event Determination Date has occurred; and

"**REW<sub>Ai</sub>**" means the Reference Entity Weighting of the Reference Entity in respect of which a Credit Event Determination Date has occurred;

**"Asset"** means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred,

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

**"Asset Market Value"** means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

**"Asset Package"** means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

**"Asset Package Credit Event"** means:

- (a) if **"Financial Reference Entity Terms"** and **"Governmental Intervention"** are specified as applicable in the Issue Terms:
  - (i) a Governmental Intervention; or
  - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the Issue Terms and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the Issue Terms, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

**"Asset Package Delivery"** will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Credit Event Determination Date, or (ii) if the Reference Entity is a Sovereign, either (a) no Package Observable Bond exists immediately prior to such Asset Package Credit Event or (b) it is specified not to apply in the Issue Terms by operation of the Physical Settlement Matrix or otherwise.

**"Attachment Point"** means the percentage specified as such in the Issue Terms

**"Auction"** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Cancellation Date"** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Covered Transaction"** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Final Price"** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Final Price Determination Date"** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Settlement Date"** shall mean the date that is the number of Business Days as shall be specified in the relevant Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the Auction Final Price Determination Date.

**"Auction Settlement Notice"** has the meaning given to that term in Credit Linked Condition 2.

**"Bankruptcy"** means the 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;

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty (30) calendar days of the institution or presentation thereof or before the Scheduled Maturity Date (in the case of Credit Linked Notes), whichever is earlier;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days thereafter or before the Scheduled Maturity Date (in the case of Credit Linked Notes), whichever is earlier; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g).

**"Basket Trunched Index Component"** means, in respect of any Basket Trunched Index Credit Linked Notes, each "Basket Trunched Index Component" indicated as such in the Issue Terms and having the Component Weighting, Attachment Point, Exhaustion Point and Index as indicated in the Issue Terms.

**"Basket Trunched Index Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from Noteholders in respect of a basket of more than one Basket Trunched Index Component.

**"Calculation Agent City Business Day"** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City specified in the Issue Terms.

**"Calculation Agent Physical Settlement Amendment Notice"** means a notice by the Calculation Agent to the Issuer containing material information required to be included in a Physical Settlement Amendment Notice to be given by the Issuer.

**"Calculation Agent Physical Settlement Notice"** means a notice from the Calculation Agent to the Issuer containing material information required to be included in a Notice of Physical Settlement to be given by the Issuer.

**"Cash Settlement Notice"** has the meaning given to that term in Credit Linked Condition 3.

**"CDX Index Credit Linked Notes"** means Notes which are either CDX Non-Trunched Index Credit Linked Notes or CDX Trunched Index Credit Linked Notes.

**"CDX Non-Trunched Index Credit Linked Notes"** means Non-Trunched Index Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from Noteholders in respect of the Index.

**"CDX Trunched Index Credit Linked Notes"** means Trunched Index Credit Linked Notes or Basket Trunched Index Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from Noteholders in respect of a particular tranche of the Index.

**"Component Weighting"** means, in respect of any Basket Trunched Index Component, the percentage specified as such in the Issue Terms.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

**"Conditionally Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate for purposes of the Hedging Arrangements provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of **"Conditionally Transferable Obligation"**.

**"Conforming Reference Obligation"** means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) below of the definition of Deliverable Obligation below.

**"Credit Derivatives Auction Settlement Terms"** means any Credit Derivatives Auction Settlement Terms published by ISDA, 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 may be amended from time to time.

**"Credit Derivatives Determinations Committee"** (and each a "Credit Derivatives Determinations Committee") means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

**"Credit Event"** means the occurrence of any one or more of the Credit Events specified in the Issue Terms which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention.

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 the 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 Amount"** means, in the case of Linear Basket Credit Linked Notes or Index Credit Linked Notes to which Credit Payment As You Go applies, following the occurrence of a Credit Event Determination Date in respect of any Reference Entity (i) the amount specified as such in the Issue Terms or (ii) a Note's *pro rata* share of the amount (which may be zero) calculated by the Calculation Agent in accordance with the following formula:

$$(RENA \times FP) - UC$$

where:

**"RENA"** is the Reference Entity Notional Amount in respect of the affected Reference Entity;

**"FP"** is the Final Price, the Auction Final Price or the Set/Zero Recovery Price, as applicable, in respect of the affected Reference Entity;

**"UC"** is Unwind Costs.

Expressed in words, this is (1) the product of the Reference Entity Notional Amount in respect of the affected Reference Entity and the Final Price, Auction Final Price or the Set/Zero Recovery Price, as applicable, in respect of the affected Reference Entity minus (2) the Unwind Costs.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

"**Credit Event Backstop Date**" means:

- (a) for purposes of any event that constitutes a Credit Event (or with respect to a Repudiation/Moratorium, if applicable, the event described in paragraph (b) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or
- (b) otherwise, the date that is sixty (60) calendar days prior to the earlier of:
  - (i) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and
  - (ii) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date; and

Provided that, if so specified in the Issue Terms, such date, will be, in all cases, the later to occur of (A) the Trade Date and (B) the Credit Event Backstop Date that is determined pursuant to (a) or (b) above.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Credit Event Determination Date**" means, with respect to a Credit Event with respect to which:

- (a) Auction Settlement is the applicable Settlement Method or in any event in the case of a Tranched Linear Basket Credit Linked Note, a Tranched Index Credit Linked Note, a Zero/Set Recovery Note, a Basket Tranched Index Credit Linked Note or a Long/Short Credit Linked Note:
  - (i) subject to paragraph (a)(ii) of this definition, the Notice Delivery Date if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or
  - (ii) notwithstanding paragraph (a)(i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:
    - (i) (1) the Credit Event is not an M(M)R Restructuring; and
    - (2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
  - (ii) (1) the Credit Event is an M(M)R Restructuring; and
  - (2) a Credit Event Notice is delivered and is effective on or prior to the Exercise Cut-off Date,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, or the Calculation Agent otherwise determines this is consistent with the Issuer's Hedging Arrangements, or

- (b) if paragraph (a) of this definition does not apply, the Non-Standard Credit Event Determination Date.

Provided further that no Credit Event Determination Date will occur, and any Credit Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Credit Settlement Date, the Credit Event Redemption Date or the Maturity Date as applicable, a DC No Credit Event Announcement occurs with respect to the relevant event.

If, in accordance with the provisions above, (i) following the determination of a Credit Event Determination Date, such Credit Event Determination Date is deemed (A) to have occurred on a date that is different from the date that was originally determined to be the Credit Event Determination Date or (B) not to have occurred or (ii) a Credit Event Determination Date is

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

deemed to have occurred prior to one or more preceding Interest Payment Dates, the Calculation Agent will determine (1) such adjustment(s) to these Credit Linked Conditions (including any adjustment to payment amounts) as may be required to reflect (I) such deemed date of occurrence or (II) such deemed non-occurrence, of such Credit Event Determination Date and (2) the effective date of such adjustment(s). For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any adjustment to payment amounts.

Where the Notes are First-to-Default Credit Linked Notes or Long/Short Credit-Linked Notes including a First-to-Default Exposure, a Credit Event Determination Date shall be deemed to occur with respect to the Notes on the first occasion a Credit Event Determination Date occurs with respect to any Reference Entity (the "**First Reference Entity**"). Where the Notes are First-to-Default Credit Linked Notes or Nth-to-Default Credit Linked Notes or Long/Short Credit-Linked Notes including a First-to-Default Exposure or Nth-to-Default Exposure and a Credit Event Determination Date occurs 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 Credit Event Determination Dates occur.

**"Credit Event Notice"** means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date.

Any Credit Event Notice that describes a Credit Event that occurred after the Credit Observation End Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. 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. A Credit Event Notice shall be subject to the requirements regarding notices set out in General Condition 13.

**"Credit Event Payment Date"** means in relation to any Credit Event Amount the day falling the number of Business Days specified in the applicable Issue Terms (or, if a number of Business Days is not so specified, three Business Days) following (x) the calculation of the relevant Final Price or Auction Final Price, as applicable or (y) in the case of Zero/Set Recovery Notes, the Credit Event Determination Date.

**"Credit Event Redemption Amount"** means, unless otherwise specified in the Issue Terms:

- (a) in the case of Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes and Nth-to-Default Credit Linked Notes, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of:

$$[(RENA \times FP) - UC] + \text{Protected Amount}$$

Expressed in words, this is the sum of (a), (1) the product of the Reference Entity Notional Amount and the Final Price, Auction Final Price or the Set/Zero Recovery Price, as applicable minus (2) the Unwind Costs and (b) if specified as applicable in the Issue Terms, the Protected Amount.

- (b) in the case of Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment on Maturity applies, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of:

$$\left[ \left( \sum_{l=1}^n RENA_{u,i} \right) + \left( \sum_{l=1}^n RENA_{A,i} \times FP_{A,i} \right) - UC \right] + \text{Protected Amount};$$

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Expressed in words, this is the sum of (a) (1) the sum of the Reference Entity Notional Amounts in respect of each Reference Entity for which a Credit Event Determination Date has not occurred plus (2) the sum of, in respect of each Reference Entity for which a Credit Event Determination Date has occurred, the product of the Reference Entity Notional Amount and the Final Price, Auction Final Price or the Set/Zero Recovery Price (as applicable) minus (3) Unwind Costs and (b) if specified as applicable in the Issue Terms, the Protected Amount.

- (c) in the case of Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies, an amount calculated by the Calculation Agent equal to a Note's *pro rata* share of:

$$\left[ \sum_{l=1}^n RENA_{u,l} \right] + \text{Protected Amount}$$

Expressed in words, this is the sum of (a) the Reference Entity Notional Amounts in respect of each Reference Entity for which a Credit Event Determination Date has not occurred and (b) if specified as applicable in the Issue Terms, the Protected Amount.

- (d) in the case of Tranched Linear Basket Credit Linked Notes, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of:

$$\left[ [\text{aggregate outstanding nominal amount} * \text{Credit Multiplier}] * \left( 1 - \left( \frac{1}{H-L} \right) * \text{Min}[H-L; \text{Max}[N-L; 0]] \right) \right] + \text{Protected Amount}$$

Expressed in words, this is the sum of (a) the product of (i) the aggregate outstanding nominal amount of Notes multiplied by the Credit Multiplier and (ii) one minus the product of (x) the quotient of 1 as numerator and the number of Reference Entities specified as H (being the higher tranche level) in the Issue Terms minus the number of Reference Entities specified as L (being the lower tranche level) in the Issue Terms ("H-L") as denominator and (y) the lesser of H-L and the number, floored at zero, of Reference Entities in respect of which a Credit Event Determination Date has occurred ("N") minus the number of Reference Entities specified as L (being the lower tranche level) in the Issue Terms and (b) if specified as applicable in the Issue Terms, the Protected Amount; or

- (e) in the case of Tranched Index Credit Linked Notes, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of:

$$\left[ [\text{aggregate outstanding nominal amount} * \text{CM}] * \left( 1 - \left( \frac{1}{EP-AP} \right) * \text{Min}[EP-AP; \text{Max}[ALP-AP; 0]] \right) \right] + \text{Protected Amount}$$

expressed in words, this is the sum of (a) the product of (i) the aggregate outstanding nominal amount of Notes multiplied by the Credit Multiplier and (ii) one minus the product of (x) the quotient of 1 as numerator and the Exhaustion Point minus the Attachment Point as denominator and (y) the lesser of (A) the Exhaustion Point minus the Attachment Point and (B) the number, floored at zero, equal to the Aggregate Loss Percentage minus the Attachment Point and (b) if specified as applicable in the Issue Terms, the Protected Amount.

where:

"ALP" means the Aggregate Loss Percentage;

"AP" means the Attachment Point;

"CM" means the Credit Multiplier;

"EP" means the Exhaustion Point;

"Protected Amount" means the amount stated in the Issue Terms if specified as applicable;

"RENA" is the Reference Entity Notional Amount,  $RENA_i$  being the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub>, with  $RENA_{u,i}$  being the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a Credit Event Determination Date has not occurred and being deemed to be zero for all other Reference Entities and  $RENA_{A,i}$  is the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a Credit Event Determination Date has occurred and being deemed to be zero for all other Reference Entities;

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

"**FP**" is the Final Price, the Auction Final Price or the Set/Zero Recovery Price, as applicable, with  $FP_{A,i}$  being such value in respect of the Reference Entity for which a Credit Event Determination Date has occurred;

"**UC**" is Unwind Costs; and

"**n**" is the number of Reference Entities.

- (f) in the case of Basket Tranched Index Credit Linked Notes, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of:

*[aggregate outstanding nominal amount \* CM]*

$$* \sum_{l=1}^z CW_z \left[ \left( 1 - \left( \frac{1}{EP_z - AP_z} \right) * \min[EP_z - AP_z; \max[ALP_z - AP_z; 0]] \right) \right] \\ + \text{Protected Amount}$$

expressed in words, this is the sum of (a) the product of (i) the aggregate outstanding nominal amount of Notes multiplied by the Credit Multiplier and (ii) the sum in respect of each Basket Tranched Index Component<sub>z</sub> of (A) the product of (I) the Component Weighting<sub>z</sub> of that Basket Tranched Index Component<sub>z</sub> and (II) one minus the product of (x) the quotient of 1 as numerator and the Exhaustion Point<sub>z</sub> minus the Attachment Point<sub>z</sub> as denominator and (y) the lesser of (X) the Exhaustion Point<sub>z</sub> minus the Attachment Point<sub>z</sub> and (Y) the number, floored at zero, equal to the Aggregate Loss Percentage<sub>z</sub> minus the Attachment Point<sub>z</sub> and (b) if specified as applicable in the Issue Terms, the Protected Amount

where:

"**ALP<sub>z</sub>**" means the Aggregate Loss Percentage<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> being the Aggregate Loss Percentage determined in respect of Basket Tranched Index Component<sub>z</sub>;

"**AP<sub>z</sub>**" means the Attachment Point<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"**CW<sub>z</sub>**" is the "Component Weighting<sub>z</sub>" of such Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"**EP<sub>z</sub>**" means the Exhaustion Point<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms; and

"**z**" means the number of Basket Tranched Index Component comprising the Basket Tranched Index Credit Linked Notes;

provided that, in each of (a) to (f) above, in no event shall the Credit Event Redemption Amount be more than the nominal amount of the Notes multiplied by the Credit Multiplier (if applicable) or less than zero;

- (g) in the case of Long/Short Credit Linked Notes, an amount calculated by the Calculation Agent equal to each Note's *pro rata* share of the sum of the Long Redemption Amount and the Short Redemption Amount; provided that in no event shall such Credit Event Redemption Amount be more than the sum of (a) the product of the Long Nominal Amount and the LLM and (b) the product of the Short Nominal Amount and the SLM, or less than zero;

where

"**Basket Tranched Index Exposure**" means if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**Calculation Percentage**" means, unless otherwise specified in the Issue Terms:

- (a) in the case of Single Reference Entity Exposure, First-to-Default Exposure and Nth-to-Default Exposure, a percentage calculated by the Calculation Agent equal to (a) if no Credit Event Determination Date or, in the case of an Nth-to-Default Exposure, Trigger, has occurred, 100% or (b) otherwise:

$$[(RENA \times FP) - UC] \div RENA$$

Expressed as a percentage.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Expressed in words, this is (a) (1) the product of the Reference Entity Notional Amount and the Final Price, Auction Final Price or the Set/Zero Recovery Price, as applicable minus (2) the Unwind Costs divided by (b) the Reference Entity Notional Amount, expressed as a percentage.

- (b) in the case of Non-Tranched Linear Basket Exposure or Non-Tranched Index Exposure, a percentage calculated by the Calculation Agent equal to:

$$\left[ \left( \sum_{l \dots n}^n RENA_{u,i} \right) + \left( \sum_{l \dots n}^n RENA_{A,i} \times FP_{A,i} \right) - UC \right] \div \left( \sum_{l \dots n}^n RENA_{A,i} \right)$$

Expressed as a percentage.

Expressed in words, this is (A) the sum of (a) (1) the sum of the Reference Entity Notional Amounts in respect of each Reference Entity for which a Credit Event Determination Date has not occurred plus (2) the sum of, in respect of each Reference Entity for which a Credit Event Determination Date has occurred, the product of the Reference Entity Notional Amount and the Final Price, Auction Final Price or the Set/Zero Recovery Price (as applicable) minus (3) Unwind Costs divided by (B) the sum of the Reference Entity Notional Amounts in respect of all Reference Entities, expressed as a percentage.

- (c) in the case of Tranched Linear Basket Exposure, a percentage calculated by the Calculation Agent equal to:

$$\left[ \left( 1 - \left( \frac{1}{H - L} \right) * \min[H - L; \max[N - L; 0]] \right) \right]$$

Expressed as a percentage.

Expressed in words, this is one minus the product of (x) the quotient of 1 as numerator and the number of Reference Entities specified as H (being the higher tranche level) in the Issue Terms minus the number of Reference Entities specified as L (being the lower tranche level) in the Issue Terms ("H-L") as denominator and (y) the lesser of H-L and the number, floored at zero, of Reference Entities in respect of which a Credit Event Determination Date has occurred ("N") minus the number of Reference Entities specified as L (being the lower tranche level) in the Issue Terms, expressed as a percentage.

- (d) in the case of Tranched Index Exposure, a percentage calculated by the Calculation Agent equal to:

$$\left[ \left( 1 - \left( \frac{1}{EP - AP} \right) * \min[EP - AP; \max[ALP - AP; 0]] \right) \right]$$

Expressed as a percentage.

Expressed in words, this is one minus the product of (x) the quotient of 1 as numerator and the Exhaustion Point minus the Attachment Point as denominator and (y) the lesser of (A) the Exhaustion Point minus the Attachment Point and (B) the number, floored at zero, equal to the Aggregate Loss Percentage minus the Attachment Point, expressed as a percentage

where:

"ALP" means the Aggregate Loss Percentage;

"AP" means the Attachment Point; and

"EP" means the Exhaustion Point.

- (e) in the case of Basket Tranched Index Exposure, a percentage calculated by the Calculation Agent equal to:

$$\sum_{l \dots z}^z CW_z \left[ \left( 1 - \left( \frac{1}{EP_z - AP_z} \right) * \min[EP_z - AP_z; \max[ALP_z - AP_z; 0]] \right) \right]$$

expressed in words, this is the sum in respect of each Basket Tranched Index Component<sub>z</sub> of (A) the product of (I) the Component Weighting<sub>z</sub> of that Basket Tranched Index Component<sub>z</sub>

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

and (II) one minus the product of (x) the quotient of 1 as numerator and the Exhaustion Point<sub>z</sub> minus the Attachment Point<sub>z</sub> as denominator and (y) the lesser of (X) the Exhaustion Point<sub>z</sub> minus the Attachment Point<sub>z</sub> and (Y) the number, floored at zero, equal to the Aggregate Loss Percentage<sub>z</sub> minus the Attachment Point<sub>z</sub>

where:

"**ALP<sub>z</sub>**" means the Aggregate Loss Percentage<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> being the Aggregate Loss Percentage determined in respect of Basket Tranched Index Component<sub>z</sub>;

"**AP<sub>z</sub>**" means the Attachment Point<sub>z</sub> in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"**CW<sub>z</sub>**" is the "Component Weighting<sub>z</sub>" of such Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms;

"**EP<sub>z</sub>**" means the Exhaustion Point in respect of Basket Tranched Index Component<sub>z</sub> as indicated in the Issue Terms; and

"**z**" means the number of Basket Tranched Index Component comprising the Basket Tranched Index Credit Linked Notes;

"**First-to-Default Exposure**" means if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**FP**" is the Final Price, the Auction Final Price or the Set/Zero Recovery Price, as applicable, with FP<sub>A,i</sub> being such value in respect of the Reference Entity for which a Credit Event Determination Date has occurred;

"**LLM**" means the number specified as such in the Issue Terms, if any, being the leverage multiplier in respect of the Long Exposure;

"**Long Nominal Amount**" means at any time the product of the Long Nominal Exposure Percentage and the aggregate nominal amount of Notes outstanding;

"**Long Redemption Amount**" equals the product of the Long Nominal Amount and the Long Calculation Percentage and the LLM;

"**Long Calculation Percentage**" means the Calculation Percentage arising from the Long Exposure;

"**Long Exposure**" means, in respect of the Long Nominal Amount and as specified in the Issue Terms, any one of Single Reference Entity Exposure, First-to-Default Exposure, Nth-to-Default Exposure, Non-Tranched Linear Basket Exposure, Non-Tranched Index Exposure, Tranched Linear Basket Exposure, Tranched Index Exposure or Basket Tranched Index Exposure;

"**Long Nominal Exposure Percentage**" means the amount indicated as such in the Issue Terms;

"**n**" is the number of Reference Entities,

"**Non-Tranched Linear Basket Exposure**" if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**Non-Tranched Index Exposure**" if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**Nth-to-Default Exposure**" if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**RENA**" is the Reference Entity Notional Amount, with RENA<sub>u,i</sub> being the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a Credit Event Determination Date has not occurred and being deemed to be zero for all other Reference Entities and RENA<sub>A,i</sub> is the Reference Entity Notional Amount in respect of any Reference Entity<sub>i</sub> for which a Credit Event Determination Date has occurred and being deemed to be zero for all other Reference Entities;

"**Short Calculation Percentage**" means 100% minus the Calculation Percentage arising from the Short Exposure;

"**Short Exposure**" means, in respect of the Short Nominal Amount and as specified in the Issue Terms, any one of Single Reference Entity Exposure, First-to-Default Exposure, Nth-to-Default Exposure,

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Non-Tranched Linear Basket Exposure, Non-Tranched Index Exposure, Tranched Linear Basket Exposure, Tranched Index Exposure or Basket Tranched Index Exposure;

"**Short Nominal Amount**" means at any time the product of the Short Nominal Exposure Percentage and the number aggregate nominal amount of Notes outstanding;

"**Short Nominal Exposure Percentage**" means the amount indicated as such in the Issue Terms;

"**Short Redemption Amount**" equals the product of the Short Nominal Amount and the Short Calculation Percentage and the SLM

"**Single Reference Entity Exposure**" means if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**SLM**" means the number specified as such in the Issue Terms, if any, being the leverage multiplier in respect of the Short Exposure;

"**Tranched Linear Basket Exposure**" if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

"**Tranched Index Exposure**" if specified in the Issue Terms to be applicable, the credit linked terms applicable to the Long Nominal Amount and/or the Short Nominal Amount, as applicable;

and provided that, the Credit Linked Conditions shall apply to the relevant Long Exposure or Short Exposure (including for the purposes of determining the Calculation Percentage arising from the relevant Long Exposure or Short Exposure, as the case may be) in such manner as the Calculation Agent, acting in a commercially reasonable manner, may determine is necessary or desirable to give rise to the intended economic effect of the Credit Linked Conditions and as if a Single Reference Entity Exposure is a Single Reference Entity Credit Linked Note, a First-to-Default Exposure is a First-to-Default Credit Linked Note, a Nth-to-Default Exposure is a Nth-to-Default Credit Linked Note, a Non-Tranched Linear Basket Exposure is a Non-Tranched Linear Basket Credit Linked Note, a Non-Tranched Index Exposure is a Non-Tranched Index Credit Linked Note, a Tranched Linear Basket Exposure is a Tranched Linear Basket Credit Linked Note, a Tranched Index Exposure is a Tranched Index Credit Linked Note or a Basket Tranched Index Exposure is a Basket Tranched Index Credit Linked Note.

"**UC**" is Unwind Costs;

"**Credit Event Redemption Date**" means, subject to Credit Linked Condition 11:

- (a) in the case of any Notes other than Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes,
  - (ii) the day falling three Business Days, or such other number of Business Days specified in the Issue Terms, after (i) the calculation of the Final Price (ii) the Auction Settlement Date or (iii) if the Notes are Zero/Set Recovery Notes the Credit Event Determination Date, as applicable, in each case in respect of the Reference Entity the occurrence of which results in the Notes becoming redeemable; or
  - (iii) where Maturity Credit Redemption is specified to be applicable in the Issue Terms only: if later, the Maturity Date determined pursuant to these Credit Linked Conditions and subject to adjustment, where applicable, pursuant to Credit Linked Conditions 6, 7, 8, 9 and 11; or
- (b) in the case of Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes, the "**Maturity Date**" determined for these purposes as
  - (i) subject to (ii) and (iii) below, the later of
    - (a) the day falling three Business Days or such other number of Business Days specified in the Issue Terms, following (i) the calculation of the Final Price or (ii) the Auction Final Price Determination Date (or, if later, the related Auction Settlement Date) in respect of each Reference Entity for which a Credit Event Determination Date has occurred and for which the Final Price or Auction Final Price is relevant for the determination of the Credit Event Redemption Amount; and

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

- (b) the Maturity Date determined without regard to the provisions of this paragraph and subject to adjustment as specified in Credit Linked Conditions 6, 7, 8, 9 or 11; or
- (ii) if the Notes are Zero/Set Recovery Notes, the later of
  - (i) the day falling three Business Days or such other number of Business Days specified in the Issue Terms, following the date as of which a Credit Event Determination Date has occurred or is determined not to have occurred in respect of each Reference Entity which is relevant for the determination of the Credit Event Redemption Amount; and
  - (ii) the Maturity Date determined without regard to the provisions of this paragraph and subject to adjustment as specified in Credit Linked Conditions 6, 7, 8, 9 or 11; or
- (iii) if the Notes are Tranched Linear Basket Credit Linked Notes or Tranched Index Credit Linked Notes or Basket Tranche Index Credit Linked Notes or Long/Short Credit Linked Notes, the Maturity Date subject to adjustment as specified in Credit Linked Conditions 6, 7, 8, 9 or 11.

**"Credit Event Reduction Factor"** means:

- (a) in the case of any Notes other than Tranched Linear Basket Credit Linked Notes, Tranched Index Credit Linked Notes, Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes, a fraction, (i) the numerator of which is the aggregate Reference Entity Notional Amounts of all Reference Entities in respect of which a Credit Event Determination Date has not occurred prior to the Credit Observation End Date and (ii) the denominator of which is the aggregate of the Reference Entity Notional Amounts of all Reference Entities; or
- (b) in the case of Tranched Linear Basket Credit Linked Notes, Tranched Index Credit Linked Notes, Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes only, a fraction, (i) the numerator of which is the Adjusted Credit Outstanding Nominal Amount, and (ii) the denominator of which is the aggregate outstanding nominal amount multiplied by the Credit Multiplier (if any) as of the Issue Date.

**"Credit Event Resolution Request Date"** means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

**"Credit Index"** means the index named in the Index Annex specified in the Issue Terms.

**"Credit Multiplier"** means 1 unless specified otherwise in the Issue Terms.

**"Credit Observation End Date"** means the Scheduled Maturity Date or such other date specified in the Issue Terms. The Credit Observation End Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Credit Settlement Date"** means (a) the last day of the longest Physical Settlement Period following the PSN Cut-off Date (the "Scheduled Credit Settlement Date") provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Credit Settlement Date, the Credit Settlement Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling sixty (60) Business Days following the Scheduled Credit Settlement Date or (b) where Maturity Credit Redemption is specified to be applicable in the Issue Terms only: if later, the Maturity Date determined pursuant to these Credit Linked Conditions and subject to adjustment, where applicable, pursuant to Credit Linked Conditions 6, 7, 8, 9 and 11.

**"Currency Amount"** means, with respect to (a) a Deliverable Obligation specified in a Notice of Physical Settlement or a selected Valuation Obligation, as applicable 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 Physical Settlement Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

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 Physical Settlement Amendment Notice with respect to that portion of the relevant Credit Linked Notes 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 any Physical Settlement Amendment Notice, as applicable, or selected Valuation Obligation, as applicable, 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 and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

**"Currency Rate Source"** means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

**"DC Announcement Coverage Cut-off Date"** means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

**"DC Credit Event Announcement"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Credit Observation End Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

**"DC Credit Event Meeting Announcement"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

**"DC Credit Event Question"** means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

**"DC Credit Event Question Dismissal"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

**"DC Cut-off Date"** has the meaning given to that term in Credit Linked Condition 8.

**"DC No Credit Event Announcement"** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

**"DC Party"** has the meaning given to that term in the DC Rules.

**"DC Resolution"** has the meaning given to that term in the DC Rules.

**"DC Rules"** means the Credit Derivatives Determinations Committees 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.

**"DC Secretary"** has the meaning given to that term in the DC Rules.

**"Default Requirement"** means the amount specified as such in the Issue Terms or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the Issue Terms, US\$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

**"Deliver"** means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Entitlement to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above but excluding any liens routinely imposed on all securities in a relevant clearance system or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if all or a portion of the Entitlement consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, "Deliver" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "Deliver" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "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.

If Asset Package Delivery is specified as applicable in the Issue Terms, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) paragraph (a) above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer has notified the Holders in accordance with Credit Linked Condition 4 of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value and the term Asset Package shall be construed accordingly.

**"Deliverable Obligation"** means:

- (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in "*Method for Determining Deliverable Obligations*" below;
- (b) the Reference Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and
- (d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the Issue Terms, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

(i) ***Method for Determining Deliverable Obligations.*** For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the Issue Terms, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of, the Deliverable Obligation Characteristics, if any, specified in the Issue Terms, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements. The following terms shall have the following meanings:

- (i) **"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligation, the definition of "Reference Obligation Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

- (ii) "**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer;
- (A) "**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 the Reference Entity is guaranteeing such Loan) or any agent;
- (B) "**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such loan) or any agent;
- (C) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder 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 Noteholder and either (A) the Issuer or the Guarantor, as the case may be, (to the extent that the Issuer or the Guarantor, as applicable, is then a lender or a 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);
- (D) "**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
- I contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
  - II restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
  - III restrictions in respect of blocked periods on or around payment dates or voting periods;
- (E) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the Issue Terms (or if no such period is specified, thirty years);

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (F) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and
- (G) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream International or any other internationally recognised clearing system.
- (ii) *Interpretation of Provisions*
- (i) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the Issue Terms, the Issue Terms shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.
- (ii) If (i) either of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the Issue Terms, the Issue Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the Issue Terms, the Issue Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the Issue Terms, the Issue Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.
- (iii) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the Issue Terms, 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.
- (iv) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:
- (A) for purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation;
- (B) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Issue Terms from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law";
- (C) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Issue Terms from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required Loan", "Direct Loan Participation",

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and
- (D) 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.
- (E) For purposes of the application of the Deliverable Obligation Characteristic "Maximum Maturity", remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
- (F) If "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Issue Terms, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.
- (G) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in the paragraphs commencing "If Physical Settlement applies and "Mod R" ..." and "If Physical Settlement applies and "Mod Mod R" ..." in Credit Linked Condition 4 to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.
- (H) If "Subordinated European Insurance Terms" is specified as applicable in the Issue Terms, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

For the avoidance of doubt the provisions of this paragraph (ii) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

**"Deliverable Obligation Provisions"** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**"Deliverable Obligation Terms"** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**"Delivery Date"** means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

**"Domestic Currency"** means the currency specified as such in the Issue Terms and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

**"Domestic Law"** means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

**"Downstream Affiliate"** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Reference Entity. As used herein, "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.

**"Due and Payable Amount"** means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

**"Eligible Information"** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

**"Eligible Transferee"** means:

- (a) any:
  - (i) bank or other financial institution;
  - (ii) insurance or reinsurance company;
  - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c) below); and
  - (iv) 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 US\$500 million;
- (b) an Affiliate of an entity specified in sub-paragraph (a);
- (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 US\$100 million or (B) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least US\$100 million; or
  - (ii) that has total assets of at least US\$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-paragraphs (a), (b), (c)(i) or (d); or
- (d) any Sovereign; or
- (e) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to US\$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

**"Entitlement"** means, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount multiplied by the Credit Multiplier, as applicable, Deliverable Obligations, as selected by the Calculation Agent, with:

- (a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or
- (b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Calculation Amount multiplied by the

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

Credit Multiplier (if applicable) less, if Unwind Costs are specified as applying in the Issue Terms, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to a *pro rata* share of Unwind Costs.

**"Excluded Deliverable Obligation"** means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Issue Terms;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

**"Excluded Obligation"** means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Issue Terms;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the Issue Terms and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and
- (c) if "Financial Reference Entity Terms" is specified as applicable in the Issue Terms and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

**"Exercise Cut-off Date"** means either:

- (a) with respect to an M(M)R Restructuring and any Note to which paragraph (a) of the definition of Credit Event Determination Date above applies:
  - (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or
  - (ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date; or
- (b) with respect to a Credit Event where paragraph (a) of the definition of Credit Event Determination Date does not apply, the relevant Non-Standard Exercise Cut-off Date,  
or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

**"Exhaustion Point"** means the percentage specified as such in the Issue Terms;

**"Extension Date"** means the latest of:

- (a) the Credit Observation End Date (for the purposes of this definition of Extension Date, the "**Scheduled Termination Date**");
- (b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified as applying in the Issue Terms, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Credit Observation End Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the Issue Terms, as applicable.

**"Failure to Pay"** means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

**"Fallback Settlement Method"** means, with respect to any Credit Linked Notes for which Auction Settlement is specified as the applicable Settlement Method in the Issue Terms, the fallback settlement method specified in the Issue Terms.

**"Final List"** has the meaning given in the DC Rules.

**"Final Price"** means the price of the relevant Valuation Obligation(s), as the case may be, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, determined in accordance with the Valuation Method specified in the Issue Terms or, where applicable, Credit Linked Condition 10. The Calculation Agent shall as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Noteholders at the specified office of the Principal Paying Agent (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price.

**"First-to-Default Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms where the Issuer purchases credit protection from the Noteholders in respect of two or more Reference Entities, as specified in the Issue Terms.

**"Fixed Cap"** means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

**"Full Quotation"** means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

**"Fully Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. 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 as a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

**"Further Subordinated Obligation"** means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

**"Governmental Authority"** means:

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental, inter-governmental or supranational body;
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or
- (d) any other authority which is analogous to any of the entities specified in paragraphs (a) to (c) above.

**"Governmental Intervention"** means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to,

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (a) any event which would affect creditors' rights so as to cause:
  - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
  - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
  - (iii) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or
  - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;
- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c).

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

**"Grace Period"** means:

- (a) subject to paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if "Grace Period Extension" is specified as applying in the Issue Terms, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date or relevant Interest Payment Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Issue Terms or, if no period is specified in the Issue Terms, thirty (30) 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 Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the Issue Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Date or relevant Interest Payment 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 (a) if the Obligation Currency is the euro, a day on which the TARGET2 System is open, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

**"Grace Period Extension Date"** means, if:

- (a) "Grace Period Extension" is specified as applying in the Issue Terms; and
- (b) a Potential Failure to Pay occurs on or prior to the Credit Observation End Date or relevant Interest Payment Date,

the date falling the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in the Issue Terms, Grace Period Extension shall not apply.

**"Guarantee"** means a Relevant Guarantee or a guarantee which is the Reference Obligation.

**"Hedging Arrangements"** means any transaction(s), asset(s) or trading position(s) the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

**"Hedge Disruption Event"** means in the opinion of the Calculation Agent any event (including, without limitation, any delay in settlement of any Auction) as a result of which the Issuer and/or any of its Affiliates (a) has not received the relevant Deliverable Obligations under the terms of the Issuer's Hedging Arrangements (if any) and/or (b) cannot maintain, adjust, enter into or exercise rights under its Hedging Arrangements in each case in such a manner as is necessary to meet its obligations in full as these fall due solely with amounts or assets which it is entitled to receive under the Hedging Arrangements on the relevant due date(s) therefor.

**"Hedge Disruption Obligation"** means a Deliverable Obligation included in the Entitlement which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

**"Index Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms and comprising either Non-Tranched Index Credit Linked Notes or Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes, as specified in the Issue Terms.

**"Index Annex"** means:

- (a) in the case of iTraxx Index Credit Linked Notes, the list for the relevant Index with the relevant Annex Date, as published by the Index Publisher (which can be accessed at <http://www.markit.com> or any successor website thereto). The Index Annex will be deemed amended from time to time to reflect any modifications resulting from the application of the definitions of Reference Entity, Reference Obligation, Standard Reference Obligation and/or Substitute Reference Obligation; or
- (b) in the case of CDX Index Credit Linked Notes, the list for the relevant Index with the Annex Date, as published by the Index Publisher (which can be accessed at <http://www.markit.com> or any successor website thereto). In the event of any inconsistency between the terms of the Index Annex and the terms of the corresponding Index published by the Index Sponsor, the terms of the Index Annex shall prevail.

**"Index Publisher"** means Markit Group Limited, or any replacement therefor appointed by the Index Sponsor for purposes of officially publishing the relevant Index.

**"Index Roll Effective Date"** means:

- (a) in the case of iTraxx Index Credit Linked Notes, the Roll Date in respect of the Index as specified and defined in the Index Annex; or
- (b) in the case of CDX Index Credit Linked Notes, the Effective Date in respect of the Index as specified and defined in the Index Annex.

**"Index Sponsor"** means:

- (a) in the case of iTraxx Index Credit Linked Notes, Markit Indices Limited or any successor sponsor of the Index; or
- (b) in the case of CDX Index Credit Linked Notes, Markit North America, Inc. or any successor sponsor of the Index.

**"ISDA"** means the International Swaps and Derivatives Association, Inc.

**"iTraxx Index Credit Linked Notes"** means Notes which are either iTraxx Non-Tranched Index Credit Linked Notes or iTraxx Tranched Index Credit Linked Notes.

**"iTraxx Non-Tranched Index Credit Linked Notes"** means Index Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from Noteholders in respect of the Index.

**"iTraxx Tranched Index Credit Linked Notes"** means Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from Noteholders in respect of a particular tranche of the Index.

**"Largest Asset Package"** means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

**"Latest Maturity Restructured Bond or Loan"** has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

**"Limitation Date"** means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "2.5-year Limitation Date"), 5 years, 7.5 years, 10 years (the "10-year Limitation Date"), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

**"Linear Basket Credit Linked Notes"** means Non-Tranched Linear Basket Credit Linked Notes or Tranched Linear Basket Credit Linked Notes, as specified in the Issue Terms.

**"Long/Short Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms where the Issuer both purchases and sells credit protection as specified in the Issue Terms.

**"M(M)R Restructuring"** means a Restructuring Credit Event in respect of which either Mod R or Mod Mod R is specified as applicable in the Issue Terms.

**"Market Value"** means, with respect to the Valuation Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained on or prior to the tenth Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

**"Merger Event"** means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date either (A) the Issuer, the Guarantor or a Reference Entity (any such entity, the "Mergor") consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to (i) where the Mergor is the Issuer or the Guarantor, a Reference Entity or (ii) where the Mergor is a Reference Entity, the Issuer or the Guarantor, or (B) (i) either of the Issuer or the Guarantor and (ii) a Reference Entity become Affiliates.

**"Minimum Quotation Amount"** means the amount specified as such in the Issue Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) US\$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

**"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 Credit Observation End Date.

Subject to the foregoing, if the Credit Observation End Date is later than the 10 year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Credit Observation End Date.

In connection with the above, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

**"Movement Option"** means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Issuer to apply to the Credit Linked Notes, for purposes of settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect of the Reference Transaction (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). If no Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, the Credit Linked Notes will be settled in accordance with the Fallback Settlement Method. If a Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, such event will be notified to Noteholders in accordance with General Condition 13.

**"Movement Option Cut-off Date"** means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

**"Next Currency Fixing Time"** means 4:00 p.m. (London time) on London Business Days immediately following the date on which the Notice of Physical Settlement or relevant Physical Settlement Amendment Notice or relevant Partial Cash Settlement Notice, as applicable, is effective. For the purposes of determining the Next Currency Fixing Time, "London Business Day" means a day on which banks and foreign exchange markets are generally open to settle payments in London.

**"No Auction Announcement Date"** means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;
- (b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:
  - (i) no Parallel Auction will be held; or
  - (ii) one or more Parallel Auctions will be held.

**"Non-Conforming Reference Obligation"** means a Reference Obligation which is not a Conforming Reference Obligation.

**"Non-Conforming Substitute Reference Obligation"** means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

**"Non-Financial Instrument"** means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

"Non-Standard Credit Event Determination Date" means with respect to a Credit Event:

- (a) subject to paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or
- (b) notwithstanding paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:
  - (i) the Credit Event Resolution Request Date, if either:
    - (i) (1) "Auction Settlement" is not the applicable Settlement Method;
    - (2) the relevant Credit Event is not an M(M)R Restructuring; and
    - (3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or
  - (ii) (1) the relevant Credit Event is an M(M)R Restructuring; and
  - (2) a Credit Event Notice is delivered and is effective on or prior to the Non-Standard Exercise Cut-off Date, or
- (ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, 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 either:
  - (i) (1) "Auction Settlement" is not the applicable Settlement Method;
  - (2) the relevant Credit Event is not an M(M)R Restructuring; and
  - (3) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or
- (ii) the Calculation Agent determines this is otherwise consistent with the Issuer's Hedging Arrangements,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or the Calculation Agent determines this is otherwise consistent with the Issuer's Hedging Arrangements.

"Non-Standard Exercise Cut-off Date" means, with respect to a Credit Event to which paragraph (a) of the definition of Credit Event Determination Date does not apply:

- (a) if such Credit Event is not an M(M)R Restructuring, either:
  - (i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;
  - (ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
  - (iii) the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is an M(M)R Restructuring and:
  - (i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (ii) otherwise, the date that is fourteen calendar days following the relevant No Auction Announcement Date.

**"Non-Standard Reference Obligation"** means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

**"Non-Tranched Index Credit Linked Notes"** means either iTraxx Non-Tranched Index Credit Linked Notes or CDX Non-Tranched Index Credit Linked Notes, as specified in the Issue Terms.

**"Non-Transferable Instrument"** means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

**"Notice Delivery Date"** means the first date on which both an effective Credit Event Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the Issue Terms, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent.

**"Notice Delivery Period"** means the period from and including the Trade Date to and including the date that is fourteen (14) calendar days after the Extension Date.

**"Notice of Physical Settlement"** has the meaning given to that term in Credit Linked Condition 4.

**"Notice of Publicly Available Information"** means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If "Notice of Publicly Available Information" is specified as applicable in the Issue Terms and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Credit Linked Condition 17.

**"Notice to Exercise Movement Option"** means, with respect to Notes for which (a) M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Issuer to the Calculation Agent that (i) specifies the Parallel Auction Settlement Terms applicable in accordance with the definition of Movement Option and (ii) is effective on or prior to the Movement Option Cut-off Date.

**"Nth-to-Default Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms where the Issuer purchases credit protection from the Noteholders in respect of two or more Reference Entities, as specified in the Issue Terms.

**"Obligation"** means:

- (a) any obligation of the Reference Entity (either directly or as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below); and

- (b) the Reference Obligation,

in each case unless it is an Excluded Obligation.

**"Method for Determining Obligations".** For the purposes of paragraph (a) of this definition of "**Obligation**", the term "**Obligation**" may be defined as the obligation of each Reference Entity described by the Obligation Category specified in the Issue Terms, and having each of the Obligation Characteristics (if any) specified in the Issue Terms, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (i)     **"Obligation Category"** means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Issue Terms, where:

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (i) "**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
- (c) "**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);
- (d) "**Reference Obligation Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only;
- (e) "**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;
- (f) "**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; and
- (g) "**Bond or Loan**" means any obligation that is either a Bond or a Loan.
- (h) "**Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the Issue Terms, where:
  - (i) "**Not Subordinated**" means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) the Prior Reference Obligation, if applicable;
  - (i) "**Subordination**" means, with respect to an obligation (the "**Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and
  - (j) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to the relevant Notes, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the Issue Terms as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;
  - (k) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the Issue Terms (or, if Specified Currency is specified in the Issue Terms and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

- (l) "**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";
- (m) "**Not Domestic Currency**" means any obligation that is payable in any currency other than applicable Domestic Currency provided that a Standard Specified Currency shall not constitute the Domestic Currency;
- (n) "**Not Domestic Law**" means any obligation that is not governed by applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;
- (o) "**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and
- (p) "**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

**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 or default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**Obligation Currency**" means the currency or currencies in which the 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 (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the Issue Terms (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless the relevant Notes are Reference Obligation Only Notes.

**Outstanding Amount**" has the meaning given to that term in Credit Linked Condition 4.

**Outstanding Principal Balance**" means the outstanding principal balance of an obligation which will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the "Non-Contingent Amount"); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and
- (ii) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

**"Package Observable Bond"** means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation (above), in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

**"Parallel Auction"** means "**Auction**" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

**"Parallel Auction Cancellation Date"** means "Auction Cancellation Date" as such term shall be defined in the relevant Parallel Auction Settlement Terms.

**"Parallel Auction Settlement Terms"** means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) the Reference Transaction would not be an Auction Covered Transaction provided that if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select in its sole discretion the applicable Credit Derivatives Auction Settlement Terms.

**"Parallel Notice of Physical Settlement Date"** means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

**"Payment Requirement"** means the amount specified as such in the Issue Terms or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the Issue Terms, US\$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 in the Final List pursuant to the Deliverable Obligation Terms applicable to the relevant Auction.

**"Permitted Contingency"** means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

- (a) as a result of the application of:
  - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
  - (ii) provisions implementing the Subordination of the obligation;
  - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (iv) if "Subordinated European Insurance Terms" are specified as applicable in the Issue Terms, any Solvency Capital Provisions; or
  - (v) if "Financial Reference Entity Terms" are specified as applicable in the Issue Terms, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

**"Permitted Transfer"** means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

**"Physical Settlement Amendment Notice"** has the meaning given to that term in Credit Linked Condition 4.

**"Physical Settlement Matrix"** means the physical settlement matrix (if any) which applies to the Credit Linked Notes in accordance with Credit Linked Condition 20.

**"Physical Settlement Period"** means, subject to Credit Linked Condition 11, the number of Business Days specified as such in the Issue Terms or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Entitlement, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent provided that if the Issuer has notified the Holders in accordance with Credit Linked Condition 4 that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 35 Business Days.

**"Post Dismissal Additional Period"** means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar 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)).

**"Potential Credit Event"** means a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity), a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity) or if a Credit Event Resolution Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination, such event will be deemed to be a Potential Credit Event. A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred.

**"Potential Failure to Pay"** means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

**"Potential Repudiation/Moratorium"** means the occurrence of an event described in paragraph (a) of the definition of Repudiation/Moratorium.

**"Prior Deliverable Obligation"** means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation above, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

**"Prohibited Action"** means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

**"Private-side Loan"** means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

**"PSN Cut-off Date"** means subject, where applicable, to Credit Linked Condition 13:

- (a) subject to paragraph (b) below, the later of:
  - (i) the thirtieth calendar day after the Credit Event Determination Date; and
  - (ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or
- (b) if, in accordance with the terms of Credit Linked Condition 2 above, Credit Linked Condition 4 applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date and:
  - (i) the relevant Credit Event is not an M(M)R Restructuring, the later of:
    - (i) the date determined pursuant to paragraph (a)(i) above; and
    - (ii) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date above, as applicable; or
  - (ii) the relevant Credit Event is an M(M)R Restructuring either:
    - (i) the later of:
      - (1) the date determined pursuant to paragraph a(i) above; and
      - (2) the thirtieth calendar day after:
        - (x) a No Auction Announcement Date occurring pursuant to paragraph (a) of the definition of No Auction Announcement Date above, if any;
        - (y) a No Auction Announcement Date occurring pursuant to paragraph (c)(i) of the definition of No Auction Announcement Date above, if any; or
        - (z) the Auction Cancellation Date, if any, as applicable; or
    - (ii) the later of the Parallel Notice of Physical Settlement Date (or, if more than one Parallel Notice of Physical Settlement Date should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:
      - (1) a No Auction Announcement Date occurs pursuant to paragraph (a) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option; or
      - (2) a No Auction Announcement Date occurs pursuant to paragraph (c)(ii) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option,

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

provided that in the case of paragraphs a(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph a(i) above.

**"PSN Effective Date"** means the date on which an effective Calculation Agent Physical Settlement Notice or Calculation Agent Physical Settlement Amendment Notice, as the case may be, is delivered to the Issuer.

**"Public Source"** means each source of Publicly Available Information specified as such in the Issue Terms (or if no such source is specified in the Issue Terms, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

**"Publicly Available Information"** means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);
- (b) is information received from or published by (i) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or
- (c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body;

provided that where any information of the type described in paragraphs (b) or (c) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (b) or (c) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the entity 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 the party receiving such information.

- (d) Without limitation, Publicly Available Information need not state:
  - (i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned by the Reference Entity; and
  - (ii) that the relevant occurrence:
    - (i) has met the Payment Requirement or Default Requirement;
    - (ii) is the result of exceeding any applicable Grace Period; or
    - (iii) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of Repudiation/Moratorium below.

**"Qualifying Affiliate Guarantee"** means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

**"Qualifying Guarantee"** means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:
  - (i) by payment;
  - (ii) by way of Permitted Transfer;
  - (iii) by operation of law;
  - (iv) due to the existence of a Fixed Cap; or
  - (v) due to:
    - (i) provisions permitting or anticipating a Governmental Intervention, if "Financial Reference Entity Terms" is specified as applicable in the Issue Terms; or
    - (ii) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Issue Terms.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy above in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

- (1) the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and
- (2) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

**"Qualifying Participation Seller"** means any participation seller that meets the requirements specified in the Issue Terms. If no such requirements are specified, there shall be no Qualifying Participation Seller.

**"Quantum of the Claim"** means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

**"Quotation"** means 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:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

**"Quotation Amount"** means the amount specified as such in the Issue Terms (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the Issue Terms, the Reference Entity Notional Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

**"Quotation Dealer"** means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the Issue Terms. If no Quotation Dealers are specified in the Issue Terms, the Calculation Agent shall select the Quotation Dealers. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

**"Quotation Method"** means the applicable Quotation Method specified in the Issue Terms by reference to one of the following terms:

- (a)     **"Bid"** means that only bid quotations shall be requested from Quotation Dealers;
- (b)     **"Offer"** means that only offer quotations shall be requested from Quotation Dealers; or
- (c)     **"Mid-market"** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer's quotation.

If a Quotation Method is not specified in the Issue Terms, Bid shall apply.

**"Reference Entity"** means:

- (a)     the entity specified as such in the Issue Terms and any Successor to the Reference Entity either (i) identified pursuant to the definition of "Successor" on or following the Trade Date or (ii) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series; or
- (b)     in the case of iTraxx Index Credit Linked Notes, each relevant Reference Entity specified as such in the Credit Index and listed in the Index Annex, and any Successor to a Reference Entity either (i) in respect of which ISDA publicly announces on or following the earlier of the Index Roll Effective Date and the Trade Date that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Successor Resolution Request Date, a Successor in accordance with the DC Rules or (ii) in the event that ISDA does not make such an announcement, identified by the Index Sponsor on or following the earlier of the Index Roll Effective Date and the Trade Date; or
- (c)     in the case of CDX Index Credit Linked Notes, subject as provided in paragraph (b) of the definition of "Index Annex", each relevant Reference Entity specified as such in the Credit Index and listed in the Index Annex, and any Successor to a Reference Entity either (i) in respect of which ISDA publicly announces on or following the earlier of the Index Roll Effective Date and the Trade Date that the relevant Credit Derivatives Determinations Committee has Resolved, in respect of a Successor Resolution Request Date, a Successor in accordance with the DC Rules or (ii) in the event that ISDA does not make such an announcement, identified by the Index Sponsor on or following the earlier of the Index Roll Effective Date and the Trade Date.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

"Reference Entity Notional Amount" in respect of a Reference Entity, means:

- (a) save for Non-Tranched Index Credit Linked Notes and Non-Tranched Linear Basket Credit Linked Notes, the product of (i) the amount specified as the Reference Entity Notional Amount in the Issue Terms (or, if no such amount is so specified, the Aggregate Nominal Amount of the Notes as of the Issue Date), subject to adjustment as provided in "Successor" and these Credit Linked Conditions and (ii) the Credit Multiplier (if any); or
- (b) in the case of Non-Tranched Linear Basket Credit Linked Notes, the amount specified as the Reference Entity Notional Amount in the Issue Terms or, if no such amount is so specified, the product of (i) the Aggregate Nominal Amount of the Notes as of the Issue Date divided by the number of Reference Entities subject to adjustment as provided in "Successor" and these Credit Linked Conditions and (ii) the Credit Multiplier (if any); or
- (c) in the case of Non-Tranched Index Credit Linked Notes, an amount equal to the amount specified as the Reference Entity Notional Amount in the Issue Terms or, if no such amount is so specified, the product of (i) the Aggregate Nominal Amount of the Notes as of the Issue Date and the Credit Multiplier (if any) multiplied by (ii) the Reference Entity Weighting for such Reference Entity multiplied by (iii) one divided by the aggregate of the Reference Entity Weightings for all Reference Entities, subject to the provisions of the definition of "Successor".

For the avoidance of doubt, the Reference Entity Notional Amount is not relevant for Tranched Linear Basket Credit Linked Notes or Tranched Index Credit Linked Notes or Basket Tranched Index Credit Linked Notes.

"Reference Entity Weighting" or "REW" means, unless otherwise specified in the Issue Terms, the percentage specified under "Weighting" opposite the relevant Reference Entity in the Index Annex.

"Reference Obligation" means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not applicable in the Issue Terms, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or
- (b) (i) "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Issue Terms, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms), the Reference Obligation is the Standard Reference Obligation and the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation and the Calculation Agent will select as a substitute Reference Obligation any Deliverable Obligation with the same level of seniority as the relevant Seniority Level, provided that, if there is no Deliverable Obligation with the same level of seniority as the relevant Seniority Level, the Calculation Agent may select any Deliverable Obligation as a substitute Reference Obligation.

In addition:

- (i) the Calculation Agent may at any time (x) replace the Reference Obligation with any Deliverable Obligation with the same level of seniority as the relevant Seniority Level from time to time, provided that, if there is no Deliverable Obligation with the same level of seniority as the relevant Seniority Level, the Calculation Agent may select any Deliverable Obligation as a replacement Reference Obligation, or (y) where there is no Reference Obligation, select any Deliverable Obligation as the Reference Obligation; and
- (ii) if "Standard Reference Obligation" is specified as applicable in the Issue Terms (or no election is specified in the Issue Terms) and a new obligation is placed on the SRO List in respect of the relevant Reference Entity, then the Calculation Agent may, but is not obliged to, select the new Standard Reference Obligation in respect of the Reference Entity as the Reference Obligation. The provisions of this definition may be applied by the Calculation Agent on more than one occasion and are without prejudice to the right of the Calculation Agent to determine a Substitute Reference Obligation.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Without prejudice to the paragraphs above:

- (a) in the case of iTraxx Index Credit Linked Notes, the Reference Obligation will be the Reference Obligation (if any) specified as such opposite the relevant Reference Entity in the Index Annex, subject to the definition of "Substitute Reference Obligation" below and the following paragraph:

If there is no Standard Reference Obligation and the Index Sponsor publishes a replacement Reference Obligation for a Reference Entity, the Calculation Agent will select such Reference Obligation as the Reference Obligation hereunder for such Reference Entity rather than applying the provisions of the definition of "Substitute Reference Obligation" below; and

- (b) in the case of CDX Index Credit Linked Notes, the Reference Obligation will be the Reference Obligation (if any) specified as such in the Index and specified opposite the Reference Entity in the Index Annex, subject as provided in paragraph (b) of the definition of "Index Annex" above and to the "Substitute Reference Obligation" provisions herein.

**"Reference Obligation Only Notes"** means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the Issue Terms and (b) "Standard Reference Obligation" is specified as not applicable in the Issue Terms.

**"Reference Transaction"** means a hypothetical credit derivative transaction:

- (a) for which the Deliverable Obligation Terms and the Reference Obligation are (i) the same as in respect of the Credit Linked Notes (if such Deliverable Obligation Terms and Reference Obligation are specified in the Issue Terms) or (ii) if and to the extent the Deliverable Obligation Terms and/or the Reference Obligation are not specified, the Deliverable Obligation Terms and Reference Obligation determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;
- (b) with a scheduled termination date matching the Credit Observation End Date of the Credit Linked Notes; and
- (c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, the Issuer's hedging arrangements and/or any credit derivative elections made in relation to the Credit Linked Notes.

**"Relevant City Business Day"** has the meaning given in the DC Rules.

**"Relevant Guarantee"** means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the Issue Terms, a Qualifying Guarantee.

**"Relevant Holder"** means a holder of the latest Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or Physical Settlement Amendment Notice, as applicable.

**"Relevant Obligations"** means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "**Bond or Loan**" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (c) if "Financial Reference Entity Terms" is specified as applicable in the Issue Terms and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

- (d) if "Financial Reference Entity Terms" is specified as applicable in the Issue Terms, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

**"Relevant Time"** means Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign Tokyo time).

**"Replaced Deliverable Obligation Outstanding Amount"** has the meaning given to that term in Credit Linked Condition 4.

**"Replacement Deliverable Obligation"** has the meaning given to that term in Credit Linked Condition 4.

**"Representative Amount"** means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount will be determined by the Calculation Agent.

**"Repudiation/Moratorium"** means the occurrence of both of the following events:

- (a) an authorised officer of the 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 Credit Observation End Date (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is sixty (60) days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is sixty (60) days after the date of such Potential Repudiation/Moratorium provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Credit Observation End Date unless the Repudiation/Moratorium Extension Condition is satisfied.

**"Repudiation/Moratorium Extension Condition"** will be satisfied:

- (a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen (14) calendar days after the Credit Observation End Date that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to (i) the Credit Observation End Date or relevant Interest Payment Date (determined by reference to the Relevant Time) or, (ii) if Credit Linked Condition 9(y) applies, the Postponed Maturity Date (determined by reference to the Relevant Time); or
- (b) otherwise, by the delivery by the Calculation Agent to the Issuer of a Repudiation/Moratorium Extension Notice and, unless "Notice of Publicly Available Information" is specified as not applicable in the Issue Terms, a Notice of Publicly Available Information that are each effective on or prior to the date that is fourteen (14) calendar days after the Credit Observation End Date.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity but that such event occurred after the Credit Observation End Date (determined by reference to the Relevant Time).

**"Repudiation/Moratorium Extension Notice"** means a notice from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Credit Observation End Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

**"Resolve"** has the meaning set out in the DC Rules, and "Resolved" and "Resolves" shall be construed 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, 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 the holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and the date as of which such Obligation is issued or incurred:

- (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest, or (ii) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

- (i) the payment in euro of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (iii) the occurrence of, agreement to or announcement of any of the events described in 13(a) to 13(e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (iv) the occurrence of, agreement to or announcement of any of the events described in 13(a) to 13(e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of paragraph (e) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring and Credit Linked Condition 15, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in the definition of Restructuring and the definition of Subordination shall be deemed to refer to the Underlying Obligor and the references to the Reference Entity in paragraphs (i) to (iv) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a) to (e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

**"Restructuring Date"** means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**"Restructuring Maturity Limitation Date"** means with respect to a Deliverable Obligation or as applicable, Valuation Obligation, the Limitation Date occurring on or immediately following the Credit Observation End Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "Latest Maturity Restructured Bond or Loan") and the Credit Observation End Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan. For these purposes, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation, or as applicable, Valuation Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation, or as applicable, Valuation Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

**"Revised Currency Rate"** means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement 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.

**"Scheduled Maturity Date"** has the meaning given to it in the Issue Terms.

**"Seniority Level"** means, with respect to an obligation of the Reference Entity:

- (a) "Senior Level" or "Subordinated Level" as specified in the Issue Terms, or
- (b) if no such seniority level is specified in the Issue Terms, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which,
- (c) "Senior Level".

**"Senior Obligation"** means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

**"Settlement Currency"** means the currency specified as such in the Issue Terms, or if no currency is specified in the Issue Terms, the Specified Notes Currency of the Credit Linked Notes.

**"Set/Zero Recovery Price"** means the percentage specified as such in the Issue Terms.

**"Settlement Method"** means, if (a) Auction Settlement is specified as the applicable Settlement Method in the Issue Terms, Auction Settlement or (b) Cash Settlement is specified as the applicable Settlement Method in the Issue Terms, Cash Settlement, or (c) Physical Delivery is specified as the applicable Settlement Method in the Issue Terms, Physical Delivery.

**"Single Reference Entity Credit Linked Notes"** means Credit Linked Notes indicated as such in the Issue Terms, where the Issuer purchases credit protection from the Noteholders in respect of only one Reference Entity.

**"Solvency Capital Provisions"** means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

**"Sovereign"** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

**"Sovereign Restructured Deliverable Obligation"** means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Deliverable Obligation above immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**"Sovereign Succession Event"** means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or, other similar event.

**"Specified Number"** means the number of Public Source(s) specified in the Issue Terms, or if no such number is specified in the Issue Terms, two.

**"SRO List"** means the list of Standard Reference Obligations as published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

**"Standard Reference Obligation"** means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

**"Standard Specified Currency"** means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

**"Steps Plan"** means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

**"Subordinated Obligation"** means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of that Reference Entity existed.

**"Substitute Reference Obligation"** means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

- (a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (b) If any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii)). If the event set forth in paragraph b(i) of the definition of Substitution Event below has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation **provided that**, in the absence of any notification to the contrary to the Holders by the Calculation Agent at any time on or prior to the date on which the Notes are due to be redeemed, the Substitute Reference Obligation which shall replace the Non-Standard Reference Obligation shall be deemed to be, on any date, the security which is identified by its ISIN under the column entitled "RED Ref. Ob." which corresponds to the name of the relevant Reference Entity under the column entitled "RED Legal Name" which is found on Bloomberg Page "REDL" (or any successor page or service thereto) on such date.
- (c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
- (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
  - (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
  - (iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
    - (1) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,
    - (2) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above;
  - (B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:
    - (1) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
    - (2) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,
    - (3) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
    - (4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:
- (1) is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
  - (2) is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
  - (3) is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,
  - (4) is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.
- (d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Holders in accordance with General Condition 13 of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation.
- (e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.
- (f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Credit Linked Notes that are Reference Obligation Only Notes.

**"Substitute Reference Obligation Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve a Substitute Reference Obligation to the Non-Standard Reference Obligation, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**"Substitution Date"** means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

**"Substitution Event"** means, with respect to the Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole; or
- (b) provided that the Credit Linked Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:
  - (i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below US\$ 10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
  - (ii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

not, in and of itself, constitute a Substitution Event. If an event described in paragraphs (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraphs (a) or (b)(i) above as the case may be, on the Trade Date.

**"Substitution Event Date"** means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

**"Succession Date"** means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of a Credit Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

**"Successor"** means:

- (a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:
  - (i) subject to paragraph (vii), if one entity succeeds, either directly or indirectly, as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
  - (ii) if only one entity succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;
  - (iii) if more than one entity each succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and these Terms and Conditions and/or the Issue Terms will be adjusted as provided below;
  - (iv) if one or more entity each succeed directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and these Terms and Conditions and/or the Issue Terms will be adjusted as provided below;
  - (v) if one or more entities succeed directly as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;
  - (vi) if one or more entities succeed, either directly or indirectly, as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and these Terms and Conditions and/or the Issue Terms will be adjusted as provided below); and
  - (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the Universal Successor) will be the sole Successor; and

- (b) An entity may only be a Successor if:
  - (i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;
  - (ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and
  - (iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) above, Provided That the Calculation Agent will not make any such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and will, as soon as practicable after such calculation or determination, make such calculation or determination available for inspection by Noteholders at the specified office of the Principal Paying Agent. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

Where pursuant to paragraphs a(iii), a(iv) or a(vi) or (b) above, more than one Successor has been identified, the Calculation Agent shall adjust such of these Terms and Conditions and/or the Issue Terms as it shall determine to be appropriate to reflect that the Reference Entity has been succeeded by more than one Successor (which amendments may, for the avoidance of doubt, include in the case of Tranched Linear Basket Credit Linked Notes, such adjustments as the Calculation Agent determines appropriate to the numbers of Reference Entities specified as "H" and "L", having regard to any adjustments made to the notional portfolio to which the Notes relate) and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts such of these Terms and Conditions and/or the Issue Terms in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Credit Linked Notes under the provisions of the 2014 ISDA Credit Derivatives Definitions.

Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Holders in accordance with General Condition 13 stating the adjustment to these Terms and Conditions and/or the Issue Terms and giving brief details of the relevant Successor event.

**In respect of Credit Linked Notes which are Index Credit Linked Notes, if at any time there is a discrepancy between the Successor determined pursuant to the above and a Successor announced by the Index Sponsor, the Calculation Agent may make such amendments to the Credit Linked Notes as it determines in a commercially reasonable manner is necessary or desirable to remedy or account for such discrepancy. Any amendment made pursuant to this paragraph shall be notified to Holders in accordance with General Condition 13.**

If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

For the purposes of this definition of "Successor", "**succeed**" means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the **Exchange Bonds or Loans**) that are exchanged for Relevant Obligations, and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of "Successor", "succeeded" and "succession" shall be construed accordingly. In the case of an exchange offer, the determinations required pursuant to paragraph (a) of this definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

Notwithstanding the provisions above and sub-paragraph (b) of the definition of Reference Entity, where one or more Reference Entities (each an "**Affected Reference Entity**") and/or the Issuer would, but for this provision, be identified as a Successor to another Reference Entity pursuant to the above provisions and at least one other entity which is not a Reference Entity or the Issuer is also identified as a Successor for the purposes of any succession, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a "Successor" for the purposes of the Notes. Where pursuant to the provisions above or sub-paragraph (b) of the definition of Reference Entity one or more Reference Entities (each an "**Affected Reference Entity**") and/or the Issuer would, but for this provision, be identified as a Successor to another Reference Entity pursuant to the above provisions but no other entities (that are not Reference Entities or the Issuer) are identified as a Successor in respect of the relevant succession, each Affected Reference Entity and/or the Issuer, as applicable, shall not be regarded as a "Successor" for the purposes of the Notes and, in respect of each Affected Reference Entity or the Issuer, as applicable, the Calculation Agent shall use reasonable endeavours to (a) select an Alternative Reference Entity to be the Successor in respect of the relevant succession and (b) select an Alternative Reference Obligation to be the Reference Obligation in respect of such Alternative Reference Entity after the relevant succession and the Calculation Agent may make such adjustments to the Conditions and/or the Issue Terms as it determines to be necessary or desirable to reflect such Alternative Reference Entity and Alternative Reference Obligation. If the Calculation Agent is unable to select an Alternative Reference Entity or an Alternative Reference Obligation, then: (i) no Successor shall be appointed; (ii) the Affected Reference Entity to which the relevant succession relates shall be deemed to have ceased to be a Reference Entity; (iii) that portion of any interest payable which is referable to the purchase of credit protection purchased by the Issuer under the Notes in respect of the Affected Reference Entity shall be reduced accordingly as determined by the Calculation Agent in its sole and absolute discretion; and (iv) the Calculation Agent may make such adjustments to the Conditions and/or the Issue Terms to account for the Successor Associated Costs, which may include, without limitation, reducing the Final Redemption Amount, Credit Event Redemption Amount or the Entitlement (as the case may be) by an amount equal to the Successor Associated Costs, in each case with effect from the date determined by the Calculation Agent to be the relevant Succession Date.

Where:

**"Alternative Reference Entity"** means an entity which satisfies both the Industry Requirement (other than in the case of a Sovereign) and the Spread Requirement as determined by the Calculation Agent in its sole and absolute discretion;

**"Alternative Reference Obligation"** means any obligation of the Alternative Reference Entity selected by the Calculation Agent in its sole and absolute discretion which, as far as practicable, in the determination of the Calculation Agent is substantially similar in economic terms to the relevant Reference Obligation of the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor". An Alternative Reference Obligation may or may not be the applicable Standard Reference Obligation for the Alternative Reference Entity;

**"Industry Requirement"** means an entity that is in the same industry group as the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor", as determined by the Calculation Agent in its sole and absolute discretion by reference to such source(s) as it determines appropriate, including any international market data sources such as, but not limited to, credit rating agencies;

**"Spread"** means the bid-side quotation obtained by the Calculation Agent from such leading dealer in the credit default swap market selected by the Calculation Agent in its sole and absolute discretion for a

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

credit default swap in respect of the relevant entity with a credit protection period commencing on the date determined by the Calculation Agent to be the date of the relevant Succession Date and ending on the Maturity Date and with the Reference Obligation(s) specified in the Issue Terms or Alternative Reference Obligation(s), as applicable;

**"Spread Requirement"** means an entity that, as at the date of selection, has a Spread not greater than the Spread of the Reference Entity for which a Successor falls to be determined pursuant to this definition of "Successor", immediately prior to the relevant Succession Date as determined by the Calculation Agent in its sole and absolute discretion; and

**"Successor Associated Costs"** means an amount per nominal amount of the Notes (which may not be less than zero) equal to such Notes' *pro rata* share multiplied by the Credit Multiplier (if any), of the total amount of any and all costs and losses associated with or incurred by the Issuer and/or any Affiliate in connection with the Affected Reference Entity ceasing to be a Reference Entity, including, without limitation, any costs and losses associated with or incurred by the Issuer and/or any Affiliate in connection with unwinding, substituting, re-establishing and/or incurring any funding relating to the Notes and/or any hedge positions (including without limitation, any derivative transaction) relating to the Notes, and any related costs due to costs or losses being incurred prior to the maturity or settlement of the Notes, all as determined by the Calculation Agent in its sole discretion.

**"Successor Backstop Date"** means for purposes of any Successor determination determined by DC Resolution, the date that is ninety calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than fourteen calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Successor Notice"** means an irrevocable notice from the Calculation Agent to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above.

**"Successor Resolution Request Date"** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**"Trade Date"** means the date specified as such in the Issue Terms.

**"Tranched Index Credit Linked Notes"** means either iTraxx Tranched Index Credit Linked Notes or CDX Tranched Index Credit Linked Notes, as specified in the Issue Terms.

**"Transaction Auction Settlement Terms"** means the Credit Derivatives Auction Settlement Terms selected by the Calculation Agent in accordance with this provision. In relation to a Credit Event (and as set out in the definition of Credit Derivatives Auction Settlement Terms), ISDA may publish one or more form(s) of Credit Derivatives Auction Settlement Terms on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) and may amend such forms from time to time. Each such form of Credit Derivatives Auction Settlement Terms shall set out, *inter alia*, definitions of "**Auction**", "**Auction Cancellation Date**", "**Auction Covered Transaction**" and "**Auction Final Price Determination Date**" in relation to the relevant Credit Event. The Transaction Auction Settlement Terms for purposes of the Credit Linked Notes shall be the relevant form of Credit Derivatives Auction Settlement Terms for which the Reference Transaction would be an Auction Covered Transaction (as such term will be set out in the relevant Credit Derivatives Auction Settlement Terms). The Reference Transaction (as set out in the definition thereof) is a hypothetical credit derivative transaction included in these Credit Linked Conditions principally for the purpose of selecting the Credit Derivatives Auction Settlement Terms appropriate to the Credit Linked Notes.

**"Trigger"** has the meaning given to it in Credit Linked Condition 1(d).

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

"**Triggering Reference Entity**" has the meaning given to it in Credit Linked Condition 1(d).

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Entitlement which, on the Credit Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions but excluding the non-receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or any relevant information by a holder) it is impossible or illegal to Deliver on the Credit Settlement Date.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**Unwind Costs**" means the amount specified in the Issue Terms or if "Standard Unwind Costs" are specified in the Issue Terms, an amount determined by the Calculation Agent equal to the aggregate sum of (without duplication) all costs (including loss of funding), fees, charges, expenses, tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption or credit settlement of the Credit Linked Notes and the related termination, settlement or re-establishment of any Hedging Arrangements.

"**Valuation Date**" means if "Single Valuation Date" is specified in the Issue Terms and subject to Credit Linked Condition 10, the date that is the number of Business Days specified in the Issue Terms (or, if the number of Business Days is not so specified, five Business Days) following the Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Credit Event Determination Date above or paragraph (i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with paragraphs (b)(i) or (b)(ii) of Credit Linked Condition 2 (*Auction Settlement*) above, the date that is the number of Business Days specified in the Issue Terms or, if the number of Business Days is not so specified, five Business Days) following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable), and if "Multiple Valuation Dates" is specified in the Issue Terms, each of the following dates:

- (a) subject to Credit Linked Condition 11, the date that is the number of Business Days specified in the Issue Terms (or, if the number of Business Days is not specified, five Business Days) following the Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a) of the definition of Credit Event Determination Date above or paragraph (i) of the definition of Non-Standard Credit Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or if Cash Settlement is the applicable Fallback Settlement Method in accordance with paragraphs (b)(i) or (b)(ii) of Credit Linked Condition 2 (*Auction Settlement*) above, the date that is the number of Business Days specified in the Issue Terms (or, if the number of Business Days is not specified, five Business Days) following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable); and
- (b) each successive date that is the number of Business Days specified in the Issue Terms or, if the number of Business Days is not so specified, five Business Days after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "Multiple Valuation Dates" is specified in the Issue Terms, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the Issue Terms (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the Issue Terms, Single Valuation Date shall apply.

### "**Valuation Method**":

- (a) The following Valuation Methods may be specified in the Issue Terms with only one Valuation Date:

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

- (i) "**Market**" means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or
- (ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.
- (b) If no such Valuation Method is specified in the Issue Terms, the Valuation Method shall be Highest.
- (c) The following Valuation Methods may be specified in the Issue Terms with more than one Valuation Date:
  - (i) "**Average Market**" means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
  - (ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or
  - (iii) "**Average Highest**" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.
- (d) If no such Valuation Method is specified in the Issue Terms, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

Where applicable, the Issue Terms may specify an alternative Valuation Method which shall be applicable in respect of the relevant Credit Linked Notes.

**"Valuation Obligation"** means in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Linked Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Relevant Guarantee) which is capable of being specified in a Notice of Physical Settlement (or in any Physical Settlement Amendment Notice, as applicable) if Physical Settlement were the applicable Settlement Method and/or any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable Bond, in each case, as selected by the Issuer acting in good faith and in a commercially reasonable manner on or prior to the applicable Valuation Date, provided that, for such purpose, in respect of any Asset in the related Asset Package in respect of a Prior Deliverable Obligation or Package Observable Bond, any reference to "Outstanding Principal Balance", "Due and Payable Amount" or "Outstanding Amount" in the definitions of "Final Price", "Full Quotation", "Quotation", "Quotation Amount" and "Weighted Average Quotation" shall be deemed to be a reference to the words "Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event". For the avoidance of doubt, the use of Deliverable Obligation terms in this definition of "Valuation Obligation" is for convenience only and is not intended to amend the selected settlement method.

**"Valuation Obligations Portfolio"** means one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Amount (or, as the case may be, an Outstanding Amount of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event) selected by the Calculation Agent acting in good faith and in a commercially reasonable manner (and references to "Quotation Amount" shall be construed accordingly), provided that the aggregate of such Outstanding Amounts (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent acting in good faith and in a commercially reasonable manner)), shall not exceed the relevant Reference Entity Notional Amount.

**"Valuation Time"** means the time specified as such in the Issue Terms or, if no time is so specified, 11.00 a.m. in the principal trading market for the Valuation Obligation.

**"Voting Shares"** means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

**"Weighted Average Quotation"** means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Valuation Obligation with an Outstanding Principal

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

"**Zero/Set Recovery Notes**" means Notes in respect of which the applicable Settlement Method in the Issue Terms is specified as "**Not applicable: Zero/Set Recovery Notes**".

### **14. Credit Event Notice after Restructuring Credit Event**

Unless otherwise specified in the Issue Terms, this Credit Linked Condition 14 will apply where "Mod R" or "Mod Mod R" is specified as applicable in the Issue Terms (whether by application of the Physical Settlement Matrix or otherwise), and notwithstanding anything to the contrary in these Terms and Conditions:

The Calculation Agent may deliver multiple Credit Event Notices in respect of such M(M)R Restructuring, each such Credit Event Notice setting forth an amount of the relevant Reference Entity Notional Amount to which such Restructuring Credit Event applies (the "**Partial Redemption Amount**") that may be less than the Aggregate Nominal Amount of those Credit Linked Notes outstanding immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked Conditions and related provisions shall be deemed to apply to the Partial Redemption Amount only and in respect of Credit Linked Notes respect of which Credit Linked Redemption is applicable and which may be redeemed prior to their scheduled maturity, save where: (i) Maturity Credit Redemption applies; or (ii) the Notes are Tranched Linear Basket Credit Linked Notes or Tranched Index Credit Linked Notes or Basket Tranched Credit Linked Notes or Long/Short Credit Linked Notes; or (iii) the Notes are Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes where Credit Payment on Maturity applies, each such Credit Linked Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).

- (a) For the avoidance of doubt (A) the nominal amount of each Credit Linked Note not so redeemed in part shall remain outstanding and interest shall accrue on the nominal amount outstanding of such Credit Linked Note as provided in Credit Linked Condition 5 (adjusted in such manner as the Calculation Agent determines to be appropriate), (B) the Credit Linked Conditions and related provisions shall apply to such nominal amount outstanding of such Credit Linked Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (C) if, following a Restructuring Credit Event, different Credit Event Determination Dates have been determined with respect to different portions of amounts payable or deliverable to Noteholders under the relevant Series, the Calculation Agent will (x) determine such adjustment(s) to these Terms and Conditions as may be required to achieve as far as practicable the same economic effect as if each such portion was a separate series or otherwise reflect or account for the effect of the above provisions of this Credit Linked Condition 14 and (y) the effective date of such adjustment(s).
- (b) If the provisions of this Credit Linked Condition 14(c) apply in respect of the Credit Linked Notes, on redemption of part of each such Credit Linked Note the relevant Credit Linked Note or, if the Credit Linked Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such part redemption.
- (c) In addition, in the case of First-to-Default Credit Linked Notes:  
Once a Credit Event Determination Date has occurred in respect of the First 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.
- (d) In addition, in the case of Nth-to-Default Credit Linked Notes:  
Once a Credit Event Determination Date has occurred in respect of the Triggering 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.
- (e) In addition, in the case of Linear Basket Credit Linked Notes, Index Credit Linked Notes or Long/Short Credit Linked Notes that reference any of a Non-Tranched Linear Basket Exposure, Tranched Linear Basket Exposure, Non-Tranched Index Exposure, Tranched Index Exposure or Basket Tranched Index Exposure:

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

Once a Credit Event Determination Date has occurred in respect of a Reference Entity in the Basket, where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of such Reference Entity.

### **15. Provisions relating to Multiple Holder Obligation**

If this Credit Linked Condition 15 is specified as applicable in the Issue Terms, then, 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) to (e) of the definition of "**Restructuring**" shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

"**Multiple Holder Obligation**" means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) is (A) a Bond and/or (B) an Obligation 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.

### **16. Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 2014)"**

If this Credit Linked Condition 16 is specified as applicable in the Issue Terms, the following provisions will apply:

- (a) *Obligation and Deliverable Obligation.* Paragraph (a) of the definition of "Obligation" in Credit Linked Condition 13 and paragraph (a) of the definition of "Deliverable Obligation" in Credit Linked Condition 13 are hereby amended by adding "or Qualifying Policy" after "as provider of a Qualifying Affiliate Guarantee".
- (b) *Interpretation of Provisions.* In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, paragraph (ii) of the definition of "Deliverable Obligation" in Credit Linked Condition 13 will apply, with references to the Qualifying Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:
  - (i) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "**obligation**" and "**obligor**" as used in these Credit Linked Conditions in respect of such an Insured Instrument shall be construed accordingly;
  - (ii) references in the definitions of Assignable Loan and Consent Required Loan to the "**guarantor**" and "**guaranteeing**" shall be deemed to include the "**insurer**" and "**insuring**", respectively;
  - (iii) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the Issue Terms;
  - (iv) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the Issue Terms and if the benefit of the "Qualifying Policy" is not transferred as part of any transfer of the Insured Instrument, the "Qualifying Policy" must be transferable at least to the same extent as the Insured Instrument; and
  - (v) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "Outstanding Principal Balance" shall mean the outstanding Certificate Balance and "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the "Qualifying Policy" guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.
- (c) *Deliver.* For the purposes of the definition of "Deliver" in Credit Linked Condition 13, "**Deliver**" with respect to an obligation that is a "Qualifying Policy" means to Deliver both the Insured Instrument and the benefit of the "Qualifying Policy" (or a custodial receipt issued by an internationally recognised

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

custodian representing an interest in such an Insured Instrument and the related "Qualifying Policy"), and "Delivery" and "Delivered" will be construed accordingly.

- (d) *Provisions for Determining a Successor.* The paragraph commencing "For the purposes of this definition of "Successor"..." in the definition of "Successor" in Credit Linked Condition 13 is hereby amended by adding "or insurer" after "or guarantor".
- (e) *Restructuring*
- (i) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, paragraphs (a) to (e) inclusive of the definition of "Restructuring" in Credit Linked Condition 13 are hereby amended to read as follows:
- (i) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the "Qualifying Policy";
- (ii) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the "Qualifying Policy";
- (iii) a postponement or other deferral of a date or dates for either (x) the payment or accrual of the Instrument Payments described in paragraph (A)(x) of the definition thereof or (y) the payment of the Instrument Payments described in paragraph (A)(y) of the definition thereof, in each case that are guaranteed or insured by the "Qualifying Policy";
- (iv) a change in the ranking in priority of payment of (x) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (y) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
- (v) any change in the currency or composition of any payment of Instrument Payments that are guaranteed or insured by the "Qualifying Policy" to any currency (other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro as a whole)."
- (ii) Paragraph (c) of the definition of "Restructuring" in Credit Linked Condition 13 is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the "Qualifying Policy" continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the "Qualifying Policy" guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the "Qualifying Policy" after "Reference Entity".
- (iii) The definition of "Restructuring" in Credit Linked Condition 13 is hereby amended by the insertion of the following paragraph after the final paragraph thereof:
- "For purposes of this definition of "**Restructuring**" in and if Credit Linked Condition 15 is specified as applying in the Issue Terms, for the purposes of the Credit Linked Conditions the term "Obligation" shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in this definition of "Restructuring" shall be deemed to refer to the Insured Obligor and the references to the Reference Entity in paragraphs (a) to (c) inclusive in this definition of "Restructuring" shall continue to refer to the Reference Entity."
- (f) *Fully Transferable Obligation and Conditionally Transferable Obligation.* In the event that M(M)R Restructuring is specified as applicable in the Issue Terms and a Fully Transferable Obligation or

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition. References in the definition of "Conditionally Transferable Obligation" to the "guarantor" and "guaranteeing" shall be deemed to include "the "insurer" and "insuring" respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Credit Linked Condition 4 and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the "Qualifying Policy" guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

(g) *Other Provisions.* For purposes of paragraph (a) of the definition of "Deliverable Obligation" and the definitions of "Credit Event" and "Deliver" in Credit Linked Condition 13 references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor", respectively.

(h) Additional Definitions.

(i) "**Qualifying Policy**" means a financial guaranty insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all

Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Credit Linked Condition 16) (the "**Insured Instrument**") for which another party (including a special purpose entity or trust) is the obligor (the "**Insured Obligor**"). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments).

(ii) "**Instrument Payments**" means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the "Qualifying Policy").

(iii) "**Certificate Balance**" means, in the case of an Insured Instrument that is in the form of a pass through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

### 17. Calculation Agent Notices

Any notice to be delivered by the Calculation Agent to the Issuer or the Guarantor, as applicable, pursuant to these Credit Linked Conditions may be given in writing (including by facsimile and/or email) and/or by telephone. Any such notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

For the purposes of determining the day on which an event occurs for purposes of these Credit Linked Conditions, the Calculation Agent will determine the demarcation of days by reference to Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time) irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone of its place of payment.

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

### 18. Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (published on 15 September 2014)

- (a) If this Credit Linked Condition 18 is specified as applicable in the Issue Terms, notwithstanding anything to the contrary in the Credit Linked Conditions, the following provisions will apply: provisions relating to Multiple Holder Obligation will be deemed to be Not 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 the Credit Linked Conditions including, but not limited to the definition of "Obligation" in Credit Linked Condition 13, and in particular, notwithstanding 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 the Credit Linked Conditions including, but not limited to the definition of "Deliverable Obligation" in Credit Linked Condition 13 and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

The Not Subordinated Obligation Characteristic and Deliverable Obligation Characteristic shall be construed by reference to the Prior Reference Obligation;

- (d) the definition of Reference Obligation shall be deleted and the following substituted therefor:
  - (i) "**Reference Obligation**" means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Issue Terms or set forth on the relevant LPN Reference Obligations List (each a "**Markit Published LPN Reference Obligation**"), as published by Markit Group Limited, or any successor thereto, as of the Trade Date, any Additional LPN and each Additional Obligation"; and
  - (ii) the following additional definitions shall apply:

"**Additional LPN**" means any bond issued in the form of a loan participation note (a "LPN") by an entity (the "**LPN Issuer**") for the sole purpose of providing funds for the LPN Issuer to (a) finance a loan to the Reference Entity (the "Underlying Loan") or (b) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the "Underlying Finance Instrument"), provided that (i) either (x) 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 (y) 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 Currency – 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 the holders of the LPNs.

"**Additional Obligation**" means each of the obligations listed as an Additional Obligation of the Reference Entity in the Issue Terms or set forth on the relevant LPN Reference Obligations List (each a "**Markit Published LPN Reference Obligation**"), as published by Markit Group Limited, or any successor thereto, as of the Trade Date.

"**First Ranking Interest**" means a charge, security interest (or other type of interest having similar effect) (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 related insolvency jurisdiction of the LPN Issuer).

"**LPN Reference Obligation**" means each Reference Obligation other than any Additional Obligation.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation constituting a Reference Obligation.

Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Conditions each such loan shall be an Underlying Loan.

### **19. Amendment of Credit Linked Conditions**

The Calculation Agent may from time to time amend any provision of these Credit Linked Conditions (i) to incorporate and/or reflect (x) further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or (b) the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees and/or (ii) in any manner which the Calculation Agent determines in a commercially reasonable manner is necessary or desirable to reflect or account for market practice for credit derivative transactions and/or reflect or account for a Hedge Disruption Event. Any amendment made in accordance with this Credit Linked Condition 19 shall be notified to the Noteholders in accordance with General Condition 13.

### **20. Physical Settlement Matrix**

If Physical Settlement Matrix is specified as applicable in the Issue Terms, the provisions specified as applicable and, if applicable, as amended in each case as set out below, in respect of the applicable Transaction Type(s) set out in the Credit Derivatives Physical Settlement Matrix as published by the International Swaps and Derivatives Association, Inc. on the Date of the Physical Settlement Matrix specified in the Issue Terms or, if no such date is specified, on the most recent date on or prior to the Issue Date of the first Tranche (the "**ISDA Physical Settlement Matrix**") shall apply and the relevant provisions of the Issue Terms shall be deemed to be completed on this basis and the corresponding line items in the Issue Terms may be deleted or reference to 'As per the Physical Settlement Matrix' may be inserted. The ISDA Physical Settlement Matrix will be available at [http://www.isda.org/c\\_and\\_a/Credit-Derivatives-Physical-Settlement-Matrix.html](http://www.isda.org/c_and_a/Credit-Derivatives-Physical-Settlement-Matrix.html) (or any successor website thereto) (which website or any such successor website shall not form part of the Issue Terms).

<b>Provision</b>	<b>Applicable/Not Applicable</b>	<b>Amendments to ISDA Physical Settlement Matrix</b>
All Guarantees	Applicable	None
Credit Events	Applicable	References to "Floating Rate Payer Calculation Amount" shall be deemed to be references to "the relevant Reference Entity Notional Amount".
Obligation Category	Applicable	None
Obligation Characteristics	Applicable	None
Physical Settlement Period	Applicable	References to "Section 8.6 of the Definitions" shall be deemed to be references to "the definition of Physical Settlement Period in Credit Linked Condition 13".
Deliverable Obligation Category	Applicable	None
Deliverable Obligation Characteristics	Applicable	None
Additional Provisions for Monoline Insurer Reference Entities (15)	Applicable	i. The reference to "Additional Provisions for Monoline Insurer

## ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

September 2014)

Reference Entities (15 September 2014)" shall be deemed to be a reference to "Credit Linked Condition 16 – *Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 2014)"*"; and

- ii. the reference to "the relevant Confirmation" shall be deemed to be a reference to "the applicable Issue Terms".

Additional Provisions for  
LPN Reference Entities  
(15 September 2014)

Applicable

References to "Additional Provisions for LPN Reference Entities (15 September 2014)" shall be deemed to be references to Credit Linked Condition 18 (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (published on 15 September 2014)*".

The Transaction Types applicable to Index Credit Linked Notes as specified in the relevant Index Annex will also lead to provisions in the relevant Physical Settlement Matrix applying and additional supplements and/or additional provisions depending on such Transaction Type (as applicable). The Calculation Agent may make such changes as it deems necessary (including but not limited to those set out above) to ensure that the terms of the Index Credit Linked Notes match any hedging transactions it has in place for them. If any additional provisions relating to the Physical Settlement Matrix are specified in the Issue Terms, this Credit Linked Condition 20 shall apply to the Credit Linked Notes.

### 21. Early redemption of Reference Obligation Only Notes following a Substitution Event

If the Notes are Reference Obligation Only Notes relating to a single Reference Entity and the event set out in paragraph (a) of the definition of Substitution Event above occurs with respect to the Reference Obligation, then:

- i. interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Payment Date immediately preceding the relevant Substitution Event Date or, if no Interest Payment Date has occurred, no interest will accrue on the Credit Linked Notes; and
- ii. each Credit Linked Note will be redeemed by the Issuer at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the Issue Terms in the Specified Currency on the Maturity Date, which for the purposes of this Credit Linked Condition 21 shall be the day falling five Business Days following the relevant Substitution Event Date.

### 22. DC Resolution Adjustment Events

If following the publication of a DC Resolution (the "**Prior DC Resolution**"), a further DC Resolution (the relevant "**Further DC Resolution**") is published the effect of which would be to reverse all or part of the Prior DC Resolution or if any DC Resolution would reverse any determination made by the Calculation Agent and/or the occurrence of a Credit Event Determination Date, notwithstanding any other provisions of these Credit Linked Conditions the Calculation Agent may, in its sole and absolute discretion, make any adjustment(s) that the Calculation Agent determines is necessary or desirable to the General Conditions or these Credit Linked Conditions to reflect the publication of such Further DC Resolution or DC Resolution, including, without limitation, as a result of the impact or effect of such Further DC Resolution or DC Resolution on the Issuer's Hedging Arrangements.

## **ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES**

### **CREDIT INDEX DISCLAIMERS**

Index Credit Linked Notes are linked to a Credit Index.

The indices which are specified in the Issue Terms in relation to Index Credit Linked Notes (each, for the purposes of this disclaimer only, a "**Credit Index**"), are the property of Markit Indices Limited (the "**Index Sponsor**") and has been licensed for use in connection with the Credit Linked Notes. Each of the noteholders acknowledges and agrees that the Notes are not sponsored, endorsed, or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of the merchantability or fitness for a particular purpose or use), with respect to the Credit Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Credit Index or any data included therein, the results obtained from the use of the Credit Index and/or the composition of the Credit Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Credit Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Credit Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein.

The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of purchasing or selling the Credit Linked Notes, the ability of the Credit Index to track relevant markets' performances, or otherwise relating to the Credit Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Credit Index. No party purchasing or selling the Credit Linked Notes, nor the Index Sponsor shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Credit Index.

"iTraxx®", "Markit iTraxx® Europe" and any other Index using the title "Markit iTraxx® Europe" are service marks of Markit Indices Limited and have been licensed for use by the Issuer.

"CDX™", "Markit CDX™ North American IG/HY/XO" and the title "Markit CDX.NA.IG/HY." Followed by a specified sector, series or version are service marks of Markit North America, Inc. and have been licensed for use by the Issuer.

## **USD LIBOR BENCHMARK TRANSITION EVENT**

### **ANNEX 9**

#### **USD LIBOR BENCHMARK TRANSITION EVENT ANNEX**

The provisions of this USD LIBOR Benchmark Transition Event Annex apply in the circumstances set out in General Condition 6(l)(iii).

##### **1. Benchmark Replacement**

If the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time (such determination, a "**Benchmark Transition Event Determination**") in respect of any determination of the relevant USD Benchmark Rate on any date for the purposes of the determination of the Rate of Interest or other variable or amount under the General Conditions that depends on the determination of USD Benchmark Rate and the Calculation Agent determines, by the earlier to occur of (a) 20 calendar days from the date of the occurrence of the Benchmark Transition Event Determination and (b) the Reference Time:

- (i) there is a Benchmark Replacement that will account for the effect of the Benchmark Transition Event, the Benchmark Replacement will replace the then-current USD Benchmark Rate for all purposes relating to the Notes during the applicable Interest Period or other applicable period or date(s), as the case may be, in respect of such determination on such date and all determinations on all subsequent dates under the Notes; or
- (ii) there is not a Benchmark Replacement that will account for the effect of the Benchmark Transition Event, (A) the Calculation Agent shall notify the Issuer of the same and (B) upon, the Issuer having given not less than 10 nor more than 30 days' notice to the Noteholders in accordance with General Condition 13 (which notice shall be irrevocable), the Notes shall be redeemed in accordance with General Condition 6(l)(iv).

##### **2. Benchmark Replacement Conforming Changes**

In connection with the implementation of a Benchmark Replacement, the Issuer or the Calculation Agent may make Benchmark Replacement Conforming Changes from time to time.

##### **3. Decisions and Determinations**

Any determination, decision or election that may be made by the Issuer or the Calculation Agent pursuant to the provisions of this USD LIBOR Benchmark Transition Event Annex, including without limitation any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date, any determination that there is not a Benchmark Replacement that will account for the effect of the Benchmark Transition Event and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Issuer's or Calculation Agent's sole discretion, and, notwithstanding anything to the contrary in the General Conditions, shall become effective without consent from the Noteholders or any other party.

##### **4. For the purposes of this USD LIBOR Benchmark Transition Event Annex only, unless the context otherwise requires, the following terms shall have the respective meanings set out below:**

**"Benchmark Replacement"** means the Interpolated Benchmark with respect to the then-current USD Benchmark Rate, plus the Benchmark Replacement Adjustment for such USD Benchmark Rate; provided that if the Calculation Agent cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Calculation Agent as of the Benchmark Replacement Date:

- (a) the sum of: (i) Term SOFR; and (ii) the Benchmark Replacement Adjustment;
- (b) the sum of: (i) Compounded SOFR; and (ii) the Benchmark Replacement Adjustment;
- (c) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current USD Benchmark Rate for the applicable Corresponding Tenor; and (ii) the Benchmark Replacement Adjustment;
- (d) the sum of: (i) the ISDA Fallback Rate; and (ii) the Benchmark Replacement Adjustment;
- (e) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or the

## USD LIBOR BENCHMARK TRANSITION EVENT

Calculation Agent as the replacement for the then-current USD Benchmark Rate for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current USD Benchmark Rate for U.S. dollar-denominated floating rate notes at such time; and (ii) the Benchmark Replacement Adjustment.

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Calculation Agent as of the Benchmark Replacement Date:

- (a) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or the Calculation Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current USD Benchmark Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

**"Benchmark Replacement Conforming Changes"** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including without limitation changes to the definition of "Interest Period", "Floating Rate Coupon Period" or "Interest Determination Date" or other applicable periods and dates, as the case may be, timing and frequency of determining rates and making payments of interest or coupon, rounding of amounts or tenors, and other administrative matters) that the Calculation Agent determines is appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent determines is reasonably necessary).

**"Benchmark Replacement Date"** means the earliest to occur of the following events with respect to the then-current USD Benchmark Rate:

- (a) in the case of paragraph (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the USD Benchmark Rate permanently or indefinitely ceases to provide the USD Benchmark Rate; or
- (b) in the case of paragraph (c) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**"Benchmark Transition Event"** means the occurrence of one or more of the following events with respect to the then-current USD Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the administrator of the USD Benchmark Rate announcing that such administrator has ceased or will cease to provide the USD Benchmark Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the USD Benchmark Rate;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the USD Benchmark Rate, the central bank for the currency of the USD Benchmark Rate, an insolvency official with jurisdiction over the administrator for the USD Benchmark Rate, a resolution authority with jurisdiction over the administrator for the USD Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the

## USD LIBOR BENCHMARK TRANSITION EVENT

- administrator for the USD Benchmark Rate, which states that the administrator of the USD Benchmark Rate has ceased or will cease to provide the USD Benchmark Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the USD Benchmark Rate; or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the USD Benchmark Rate announcing that the USD Benchmark Rate is no longer representative.

**"Compounded SOFR"** means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Issuer or the Calculation Agent in accordance with:

- (a) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:
- (b) if, and to the extent that, the Issuer or the Calculation Agent determines that Compounded SOFR cannot be determined in accordance with clause (a) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by it giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR will exclude the Benchmark Replacement Adjustment and the applicable margin of basis points.

**"Corresponding Tenor"** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current USD Benchmark Rate.

**"Federal Reserve Bank of New York's Website"** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source. Information contained in the Federal Reserve Bank of New York's Website is not incorporated by reference in, and should not be considered part of, this Base Prospectus.

**"Interpolated Benchmark"** with respect to the USD Benchmark Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the USD Benchmark Rate for the longest period (for which the USD Benchmark Rate is available) that is shorter than the Corresponding Tenor and (2) the USD Benchmark Rate for the shortest period (for which the USD Benchmark Rate is available) that is longer than the Corresponding Tenor.

**"ISDA Definitions"** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**"ISDA Fallback Adjustment"** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to USD LIBOR for the applicable tenor.

**"ISDA Fallback Rate"** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to USD LIBOR for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**"Reference Time"** with respect to any determination of the USD Benchmark Rate means (1) if the USD Benchmark Rate is USD LIBOR, 11:00 a.m. (London time) on the relevant Interest Determination Date or Floating Rate Coupon Determination Date, as the case may be, and (2) if the USD Benchmark Rate is not USD LIBOR, the time determined by the Calculation Agent in accordance with the Benchmark Replacement Conforming Changes.

## **USD LIBOR BENCHMARK TRANSITION EVENT**

**"Relevant Governmental Body"** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**"SOFR"** with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

**"Term SOFR"** means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

**"Unadjusted Benchmark Replacement"** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

**"USD Benchmark Rate"** means, initially, USD LIBOR of the appropriate tenor; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current USD Benchmark Rate, then "USD Benchmark Rate" means the applicable Benchmark Replacement.

**"USD LIBOR"** means the London inter-bank offered rate for deposits in USD.

## FORM OF NOTES

### FORM OF NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached, or in book-entry form. Bearer Notes will be issued outside the United States in reliance on Regulation S. 3(a)(2) Notes will be issued only as Registered Notes. Registered Notes (other than 3(a)(2) Notes) will be issued both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States in reliance on Rule 144A, and such Registered Notes in definitive form may be sold, in the case of Notes issued by BBVA Global Markets B.V., to Institutional Accredited Investors who are also QPs and, in the case of Notes issued by BBVA Global Securities B.V., to Institutional Accredited Investors and, in either case, to non-US persons. Registered Notes issued by BBVA Global Securities B.V. may be issued as 3(a)(2) Notes. In this Base Prospectus, Bearer Notes and Registered Notes are collectively referred to as "**Certificated Notes**".

#### Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of a temporary bearer global note (a "**Temporary Bearer Global Note**") or a permanent global note (a "**Permanent Bearer Global Note**") as indicated in the Issue Terms, which, in either case, will (i) if the Global Notes are intended to be issued in new global note ("NGN") form, as stated in the Issue Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper for Euroclear and Clearstream, Luxembourg; or (ii) if the Global Notes are not intended to be issued in NGN form, as stated in the Issue Terms, be delivered on or prior to the original issue date of the Tranche to a common depositary for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Issue Terms will also indicate whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held means that the Notes of a particular Tranche are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The common safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Issue Terms.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification of non-U.S. beneficial ownership, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, coupons and talons attached (as indicated in the Issue Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the Issue Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain U.S. persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The Issue Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, coupons and talons attached upon either (i) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein or (ii) only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**"

## FORM OF NOTES

means that (1) an Event of Default (as defined in General Condition 9) has occurred and is continuing, (2) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (3) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with General Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Issuer, as the case may be, may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the relevant Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Principal Paying Agent. If the Global Note is a NGN, the relevant Issuer shall procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system.

In the event that the Permanent Bearer Global Note is exchanged for definitive Bearer Notes, such definitive Bearer Notes shall be issued in the minimum Specified Denomination only. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of the Specified Denomination may need to purchase or sell, on or before the Exchange Date, a nominal amount of Notes such that their holding is an integral multiple of the Specified Denomination.

The following legend will appear on Bearer Notes:

**"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."**

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes or Coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Bearer Notes with a term of more than one year (taking into account any unilateral right to extend the term) will be issued either in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(D) ("TEFRA D"), which definition shall include any successor rules for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986) or in accordance with the provisions of United States Treasury Regulations 1.163-5(c)(1)(ii) and 1.163-5(c)(2)(i)(C) ("TEFRA C"), which definition shall include any successor rules for the purposes of Section 4701 of the U.S. Internal Revenue Code of 1986). Bearer Notes issued in accordance with TEFRA D will be represented upon issue by a Temporary Bearer Global Note. Bearer Notes issued in accordance with TEFRA C will be represented upon issue by a Permanent Bearer Global Note. Each Temporary Global Note and Permanent Global Note will be delivered on or prior to the issue date for the relevant tranche to a common depositary (in the case of Notes not in NGN form) or common safekeeper (in the case of Notes in NGN form) acting as agent for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Permanent Bearer Global Note issued in accordance with TEFRA C will be exchangeable at any time and without any requirement for certification for Definitive Bearer Notes, in accordance with the terms of such Permanent Bearer Global Note and as specified in the relevant Issue Terms. Interests in a Temporary Bearer Global Note issued in accordance with TEFRA D will be exchangeable either for Definitive Bearer Notes or for interests in a Permanent Bearer Global Note, on or after the date which is forty (40) days after the date on which such Temporary Bearer Global Note is issued and upon certification as to non-U.S. beneficial ownership thereof or otherwise as required by U.S. Treasury Regulations, in accordance with the terms of such Temporary Bearer Global Note and as specified in the relevant Issue Terms.

For the purposes of complying with TEFRA D, Bearer Notes may not be offered or sold to a United States person. "**United States person**" means any person who is, for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organised under the laws of the United States or any political subdivision thereof or therein, or (iii) an estate or trust the income of which is subject to United States taxation regardless of its source.

## FORM OF NOTES

### Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold in offshore transactions to non-U.S. persons outside the United States, will initially be represented by a global note in registered form, without Receipts or Coupons, (a "Regulation S Global Note") which will be registered in the name of a nominee for a common safekeeper (if the Regulation S Global Note is issued under the new safekeeping structure ("NSS")) or a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg. Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of the Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in General Condition 2 and such Regulation S Global Note will bear a legend regarding such restrictions on transfer.

The Registered Notes of each Tranche issued by BBVA Global Markets B.V. may only be offered and sold in the United States or to U.S. persons in private transactions (a) to "qualified institutional buyers" within the meaning of Rule 144A ("QIBs") who are also "qualified purchasers" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "1940 Act") and the rules and regulations thereunder ("QPs"), or (b) to "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that are institutions ("Institutional Accredited Investors") who are also "qualified purchasers" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "1940 Act") and the rules and regulations thereunder ("QPs"), who agree to purchase the Notes for their own account and not with a view to the distribution thereof. The Registered Notes of each Tranche sold to QIBs who are also QPs will be represented by a global note in registered form (a "Rule 144A Global Note").

The Registered Notes of each Tranche issued by BBVA Global Securities B.V. (other than 3(a)(2) Notes) may only be offered and sold in the United States or to U.S. persons in private transactions (a) to QIBs or (b) to Institutional Accredited Investors who agree to purchase the Notes for their own account and not with a view to the distribution thereof. The Registered Notes of each Tranche sold to QIBs will be represented by a Rule 144A Global Note.

The Registered Notes of each Tranche that are 3(a)(2) Notes issued by BBVA Global Securities B.V. may only be offered and sold to "accredited investors" (as defined in Rule 501(a) under the Securities Act) ("Accredited Investors"). Such Notes will be represented by a global note in registered form (a "3(a)(2) Global Note" and, together with a Regulation S Global Note and a Rule 144A Global Note, the "Registered Global Notes"). Unless otherwise set forth in the Issue Terms, 3(a)(2) Notes will be issued only in minimum denominations of US\$1,000 (or the approximate equivalent in the applicable Specified Notes Currency).

Registered Global Notes will either (a) be deposited with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, Luxembourg or (b) be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg, as specified in the Issue Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Registered Global Notes issued in respect of any Tranche and deposited with one of the ICSDs as common safekeeper, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the New Safekeeping Structure for registered global securities, are intended to be held in a manner which would allow Eurosystem eligibility. This does not necessarily mean that the Notes of such Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any time during their life, as such recognition depends upon satisfaction of the Eurosystem eligibility criteria.

Registered Notes of each Tranche issued on a partly paid basis ("Partly Paid Notes") will be in definitive form, registered in the name of the holder thereof. The Registered Notes of each Tranche issued by BBVA Global Markets B.V. sold to Institutional Accredited Investors who are also QPs and the Registered Notes of each Tranche issued by BBVA Global Securities B.V. sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof ("Definitive IAI Registered Notes"). Unless otherwise set forth in the Issue Terms, Definitive IAI Registered Notes will be issued only in minimum denominations of US\$250,000 and integral multiples of US\$1,000 in excess thereof (or the approximate equivalents in the applicable Specified Notes Currency). Definitive IAI Registered Notes will be subject to the restrictions on transfer set forth therein and will bear the restrictive legend described under "Subscription and Sale and Transfer and Selling Restrictions". Institutional Accredited Investors who are also QPs that hold Definitive IAI Registered Notes issued by BBVA Global Markets B.V. and Institutional Accredited Investors that hold Definitive IAI Registered Notes issued by BBVA Global Securities B.V. may elect to hold such Notes through

## **FORM OF NOTES**

DTC, but transferees acquiring the Notes in transactions exempt from Securities Act registration pursuant to Regulation S or Rule 144 under the Securities Act (if available) may do so upon satisfaction of the requirements applicable to such transfer as described under "*Subscription and Sale and Transfer and Selling Restrictions*". The Rule 144A Global Note and the Definitive IAI Registered Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions. Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the persons shown on the Register (as defined in General Condition 1) as the registered holder of the Registered Global Notes. None of the Issuer, the Guarantor (if applicable), any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in General Condition 5) immediately preceding the due date for payment in the manner provided in that General Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without Receipts, Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) an Event of Default has occurred and is continuing, (b) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form, (c) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, no successor clearing system is available, (d) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act or (e) the Notes are required to be removed from (in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg) both Euroclear and Clearstream, Luxembourg or (in the case of Notes registered in the name of a nominee for DTC) DTC and, in either case, no alternative clearing system is available. The Issuer will promptly give notice to Noteholders in accordance with General Condition 13 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) or the Issuer, as the case may be, may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Registrar.

### **Transfer of Interests**

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note or in the form of a Definitive IAI Registered Note and Definitive IAI Registered Notes may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such Notes in the form of an interest in a Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable, in each case. Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see "*Subscription and Sale and Transfer and Selling Restrictions*".

### **General**

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code, and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code and ISIN, CUSIP and CINS assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC or its nominee each person (other than Euroclear or Clearstream, Luxembourg or

## FORM OF NOTES

DTC) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg or of DTC as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or DTC as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor and their agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes and, in the case of DTC or its nominee, voting, giving consents or making requests, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Guarantor and their agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

Except in relation to Notes issued in NGN form, any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the Issue Terms or as may otherwise be approved by the Issuer and the Principal Paying Agent. A Note may be accelerated by the holder thereof in certain circumstances described in General Condition 9. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note within a period of 15 days from the giving of a notice by a holder with Euroclear or Clearstream, Luxembourg of such Notes so represented and credited to its securities account that it wishes to accelerate such Notes, then holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear, Clearstream, Luxembourg and DTC on and subject to the terms of a deed of covenant dated 9 February 2021 and executed by the Issuer (the deed of covenant applicable to a Tranche of Notes, the "**Deed of Covenant**"). In addition, holders of interests in such Global Note credited to their accounts with DTC may require DTC to deliver Definitive Notes in registered form in exchange for their interest in such Global Note in accordance with DTC's standard operating procedures.

### Book-Entry Notes

#### Book-Entry Notes admitted to trading on AIAF and other Spanish regulated markets

Notes may be issued in uncertificated, dematerialised book-entry form ("**Book-Entry Notes**"). Book-Entry Notes which are admitted to trading on AIAF will be issued as anotaciones en cuenta and registered with Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Unipersonal ("**Iberclear**") as managing entity of the Central Registry. Such Book-Entry Notes will be constituted as such by virtue of their entry in the corresponding accounting book of Iberclear.

The holders of Book-Entry Notes which are admitted to trading on AIAF will be identified as such (on their own account or for the account of third parties) as appears from the accounting book maintained by Iberclear or the relevant member (entidad participante) of Iberclear ("**Iberclear Member**") (as the case may be). The clearing and settlement of the Book-Entry Notes which are admitted to trading on AIAF will be carried out in accordance with the operating rules that are established or in the future may be approved by Iberclear.

Payments to be made in respect of Book-Entry Notes which are admitted to trading on AIAF will be made by the Issuer (or on its behalf) to Iberclear or the relevant Iberclear Member (as the case may be), in whose records such Book-Entry Notes are registered, in accordance with Iberclear's current procedures.

One or more certificates evidencing the relevant Noteholder's holding of Book-Entry Notes in the relevant registry will be delivered by Iberclear or the relevant Iberclear Member (as the case may be), in whose records the Book-Entry Notes are registered, or, where the Noteholder is itself an institution participating in Iberclear, by Iberclear (in each case, in accordance with the requirements of Spanish law and the procedures of the relevant Iberclear Member or, as the case may be, Iberclear) to such Noteholder upon such Noteholder's request.

## **FORM OF NOTES**

Book-Entry Notes may also be admitted to trading on Spanish regulated markets other than AIAF, in which case references above to AIAF will be deemed to be to such other Spanish regulated market.

### **Book-Entry Notes admitted to trading on a non-Spanish regulated market**

Book-Entry Notes may be admitted to trading on non-Spanish regulated markets. Book-Entry Notes which are admitted to trading on non-Spanish regulated markets will be issued in accordance with the requirements of such regulated market and registered with the Book-Entry Depositary specified in the applicable Issue Terms.

The holders of Book-Entry Notes which are admitted to trading on non-Spanish regulated markets will be identified as such (on their own account or for the account of third parties) as appears from the accounting book maintained by the Book-Entry Depositary. The clearing and settlement of the Book-Entry Notes which are admitted to trading on non-Spanish regulated markets will be carried out in accordance with the operating rules that are established or in the future may be approved by the Book-Entry Depositary.

Payments to be made in respect of Book-Entry Notes which are admitted to trading on non Spanish regulated markets will be made by the Issuer (or on its behalf) to the Book-Entry Depositary in accordance with the Book-Entry Depositary's current procedures and in accordance with applicable Spanish laws.

### **Other provisions relating to Book-Entry Notes**

Title to the Book-Entry Notes will be evidenced by book entries and each person shown in the registries maintained by Iberclear Members (or the members of the relevant Book-Entry Depositary) and having an interest in the Book-Entry Notes shall be considered, by the Issuer, the Guarantor and their agents, as the holder of the principal amount of Book-Entry Notes recorded therein, and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly in respect of Book-Entry Notes.

The creation of limited *in rem* rights or any other encumbrance on a Book-Entry Note must be entered in the corresponding account and effected in accordance will the then current procedures of Iberclear (or the relevant Book-Entry Depositary) and or their respective members.

### **Further tranches of Book-Entry Notes (fungible Book-Entry Notes)**

The Issuer shall arrange (without the requirement to obtain the consent of the Noteholders) that, where a further Tranche of Book-Entry Notes is issued which is intended to form a single Series with an existing Tranche of Book-Entry Notes, the Book-Entry Notes of such further Tranche shall be assigned a common code and ISIN.

The following will appear on Notes that are Non-Exempt Notes

### **[Final Terms]**

*Set out below is the form of Final Terms.*

The Final Terms will contain the information required under Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and under Article 29 of the Commission Delegated Regulation EU 2019/980.]

The following will appear on Notes that are Exempt Notes

### **[Pricing Supplement]**

*Set out below is the form of Pricing Supplement.]*

### **Legend appearing on Implicit Yield Notes**

The following legend will appear on all Notes and on all receipts and coupons relating to Implicit Yield Notes:

**"THE SALE, TRANSFER, OR ACQUISITION OF IMPLICIT YIELD NOTES (AS DEFINED IN GENERAL CONDITION 2(J) OF THE NOTES), INCLUDING, BUT NOT LIMITED TO, ZERO COUPON NOTES, TO OR BY INDIVIDUALS (PERSONAS FÍSICAS) WHO ARE TAX RESIDENT IN SPAIN (EACH A "SPANISH INDIVIDUAL") IS FORBIDDEN IN ALL CASES. ANY TRANSFER OF**

## **FORM OF NOTES**

**IMPLICIT YIELD NOTES TO OR BY SPANISH INDIVIDUALS IS NOT PERMITTED AND SUCH TRANSFER WILL BE CONSIDERED NULL AND VOID BY THE ISSUER AND THE GUARANTOR. ACCORDINGLY, NEITHER THE ISSUER NOR THE GUARANTOR WILL RECOGNISE ANY SPANISH INDIVIDUAL AS AN OWNER OF IMPLICIT YIELD NOTES."**

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

### FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Set out below is the form of Final Terms for Non-Exempt Notes which will be completed for each Tranche of Notes issued under the Programme.

The base prospectus has been prepared on a basis that would permit an offer of notes with a denomination of less than €100,000 (or its equivalent in any other currency) and at least €1,000 (or its equivalent in any other currency) if the notes are admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Regulation.<sup>1</sup>

[Date]

#### [BBVA GLOBAL MARKETS B.V.]

(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)

(as "Issuer")

Legal Entity Identifier ("LEI"): 213800L2COK1WB5Q3Z55]<sup>2</sup>

#### [BBVA GLOBAL SECURITIES B.V.]

(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)

(as "Issuer")

Legal Entity Identifier ("LEI"): 7245002K0ECNIA1YTU43]<sup>3</sup>

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] (the "Notes")

under the €4,000,000,000

Structured Medium Term Note Programme

guaranteed by

#### BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

(incorporated with limited liability in Spain)

(as "Guarantor")

[The Notes are not intended to be offered, distributed or sold to any investor in the European Economic Area or the United Kingdom, and no person may offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by these Final Terms to any investor in the European Economic Area or the United Kingdom.]<sup>4</sup>

[The Notes are not intended to be offered, distributed or otherwise made available to any investor classified as retail investor in the jurisdiction where the Notes are intended to be offered or otherwise made available.]

[These Notes are not intended for, and are not to be offered to, the public in any jurisdiction of the European Economic Area or in the United Kingdom. Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to [either of] [Article 3 of Regulation (EU) 2017/1129 (the "Prospectus Regulation")] [or] [section 85 of the FSMA] or to supplement a prospectus pursuant to [either of] [Article 23 of the Prospectus Regulation] [or] [Article 23 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "UK Prospectus Regulation")], in each case, in relation to such offer.]<sup>5</sup>

<sup>1</sup> Delete when completing the Final Terms.

<sup>2</sup> Insert for Notes issued by BBVA Global Markets B.V.

<sup>3</sup> Insert for Notes issued by BBVA Global Securities B.V.

<sup>4</sup> Insert where the Notes are going to be sold only outside the EEA and the UK.

<sup>5</sup> Insert where no public offer (in accordance with the Prospectus Regulation or UK Prospectus Regulation) is intended in EEA or in the UK.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

[Any person making or intending to make an offer of the Notes may only do so[:

- (a) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 9.6 of Part B below], provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph;<sup>6</sup> or
- (b) otherwise, in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus pursuant to [either of] [Article 3 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”)] [or] [section 85 of the FSMA] or to supplement a prospectus pursuant to [either of] [Article 23 of the Prospectus Regulation] [or] [Article 23 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “UK Prospectus Regulation”)], in each case, in relation to such offer.]

Neither the Issuer nor the Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS –** [Consistent with the foregoing paragraph,] the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to [any investor in the EEA, including for such purposes,]<sup>7</sup> any retail investor, in the European Economic Area (“EEA”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation. For the purposes of this provision, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended “**MiFID II**”); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”).

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS -** [Consistent with the foregoing paragraph[s],] The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to [any investor in the UK, including for such purposes,]<sup>8</sup> any retail investor in the United Kingdom (“UK”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. For the purposes of this provision, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.]

[The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA other than in accordance with Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) and in each case in accordance with the additional requirements (if any) of the national competent authority in the Member State of EEA (the “**Relevant State**”). Pursuant to the PRIIPs Regulation, any Relevant State may require the ex-ante notification of the key information document (the “**KID**”) to the competent authority for PRIIPs marketed in that Relevant State (a “**Notification State**”). The Notes should not be offered, sold or otherwise made available to any retail investor in any such Notification State unless all relevant requirements in such Notification State have been first complied with. Where the Notification State requires a KID to be provided in a particular language, to the extent that BBVA has not already prepared a KID in such language, the Notes should not be offered, sold or otherwise made available to any retail investor in any such Notification State unless a KID has been prepared by Banco Bilbao Vizcaya

<sup>6</sup> Insert where public offer (in accordance with the Prospectus Regulation) is intended in EEA.

<sup>7</sup> Include wording in brackets if Issuer wishes to prohibit offers to any investors in the EEA i.e. where the Notes are going to be sold only outside the EEA.

<sup>8</sup> Include wording in brackets if Issuer wishes to prohibit offers to any investors in the UK i.e. where the Notes are going to be sold only outside the UK.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Argentaria, S.A. in the relevant language. Responsibility for compliance with any ex-ante notification and any ongoing regulatory obligation in respect of such KID in such Notification State shall lie solely with the person offering, selling or otherwise making the Notes available in the Notification State. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended.]<sup>9</sup>

**[MIFID II PRODUCT GOVERNANCE TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,][ and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; and [(ii) all channels for distribution of the Notes are appropriate]/ [ii] the following channels for distribution of the Notes are appropriate: [investment advice][./ and] [portfolio management][./ and][ non advised sales ][and pure execution services] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][./ and] [portfolio management][./ and][ non advised sales ][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]<sup>10</sup>.

**[UK MIFIR PRODUCT GOVERNANCE TARGET MARKET:** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] as defined in as defined in the FCA Handbook Conduct of Business Sourcebook, [and] professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018[ and] [and retail clients], as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); and [(ii) all channels for distribution of the Notes are appropriate]/ [ii] the following channels for distribution of the Notes are appropriate: [investment advice][./ and] [portfolio management][./ and][ non advised sales ][and pure execution services] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][./ and] [portfolio management][./ and][ non advised sales ][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") or MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules or MiFID II, as the case may be, is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) in the case of a distributor subject to the UK MiFIR Product Governance Rules) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under the UK MiFIR Product Governance Rules or MiFID II, as applicable]]

## PART A- CONTRACTUAL TERMS

<sup>11</sup>[Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Prospectus dated [ ] [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus [for the purposes of the Prospectus Regulation] (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes [described herein for the purposes of Article 8 of the Prospectus Regulation] and must be read in conjunction with the Base Prospectus. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [An issue specific

<sup>9</sup> Insert as necessary, where the product is a PRIIP for sale in the EEA for which a KID will be prepared.

<sup>10</sup> Delete where Notes are sold wholly outside EEA and UK.

<sup>11</sup> Include this for all notes unless the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms]. The Base Prospectus has been published on the websites of Euronext Dublin ([www.ise.ie](http://www.ise.ie)).]

<sup>12</sup>Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "Conditions") set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated [current date]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "Base Prospectus"), including the Conditions incorporated by reference in the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the websites of Euronext Dublin ([www.ise.ie](http://www.ise.ie)).

[Investors should note that if a supplement to or an updated version of the Base Prospectus is published at any time during the Offer Period (as defined below), such supplement or updated Base Prospectus as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior to the date of approval of such supplement or updated version of the Base Prospectus, as the case may be (the "Approval Date"), have the right within two working days of the Approval Date to withdraw their acceptances.]<sup>13</sup>

[The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or under any state securities laws, and the Notes may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person. Furthermore, the Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "CEA"), and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission (the "CFTC") pursuant to the CEA, and no U.S. person may at any time trade or maintain a position in the Notes. For a description of the restrictions on offers and sales of the Notes, see "Subscription and Sale and Transfer and Selling Restrictions" in the Base Prospectus.

As used herein, "U.S. person" includes any "U.S. person" or person that is not a "non-United States person" as either such term may be defined in Regulation S or in regulations adopted under the CEA.]<sup>14</sup>

[The Notes documented in these Final Terms may be considered structured products in Switzerland pursuant to Article 70 the Swiss Financial Services Act of 15 June 2018 ("FinSA"); they are not collective investment schemes within the meaning of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("CISA"). Accordingly, they are not subject to the supervision of the Swiss Financial Market Supervisory Authority, FINMA and potential investors do not benefit from the specific investor protection provided under the CISA. Investors bear the credit risk of the Issuer and the Guarantor. [The Notes documented in these Final Terms are not being offered, sold or advertised, directly or indirectly, in, into or from Switzerland to retail clients (Privatkundinnen und -kunden) ("Retail Clients") pursuant to Article 4 para. 2 FinSA. Neither these Final Terms nor any offering materials relating to the Notes may be available to Retail Clients in or from Switzerland. The offering of the Notes directly or indirectly, in, into or from Switzerland is only made by way of private placement by addressing the Notes solely at investors classified as professional clients (*professionelle Kunden*) or institutional clients (*institutionelle Kunden*) ("Professional or Institutional Clients") as defined in the FinSA. .] <sup>15</sup> [The Programme has been registered with a Swiss Prospectus Office under the rules of the FinSA

<sup>12</sup> The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date. *N.B. when using a post – 15 March 2015 approved Base Prospectus to tap a previous issue under a pre – 15 March 2015 approved Base Prospectus, the final terms in the post – 15 March 2015 Base Prospectus will take a different form due to the more restrictive approach to final terms. The Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared.*

<sup>13</sup> Include in respect of issues of Notes for which the offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.

<sup>14</sup> Include for Notes that have been determined to be permanently prohibited from being offered, sold, resold, transferred, pledged or delivered in the United States or to a U.S. person. In no event Notes to be offered or sold in the United States will be Book-Entry Notes.

<sup>15</sup> Include where no offer intended to Retail Clients in or from Switzerland. Please note that it would also be possible to benefit from such a private placement exemption if (a) the offer is made to less than 500 Retail Clients, (b) if the denomination of the

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

and the Notes documented in these Final Terms may be offered, sold or advertised, directly or indirectly, in, into or from Switzerland to retail clients (*Privatkundinnen und -kunden*) ("Retail Clients") pursuant to Article 4 para. 2 FinSA in a way that triggers a prospectus requirement under the FinSA. Such offer of the Notes to Retail Clients may only be made after the registration of the Programme with a FinSA Prospectus Office according to the rules of the FinSA. The Programme and these Final Terms are available on [specify website] or may be requested as hard copies on request of the investor at [specify address]<sup>16</sup><sup>17</sup><sup>18</sup>

*Include whichever of the following apply or specify as "Not applicable". Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paraphraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms. Where the context so permits, Terms in these Final Terms may be attributed a numerical or letter suffix value when included hereon. Without limitation, the suffix can be denoted as "j", "k", "m", "q", "n", "t" or "i" and the term may be completed on the basis of the number or numbers represented by j, k, m, q, n, t or i, as chosen at the time of an issue of Notes. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Final Terms, the applicable suffixes may be included, completed and explained and may be presented as a table, if necessary, in the Final Terms. Where the Final Terms specify that a table may be inserted, such table will set out amounts, entities, dates, items, rates, value levels, triggers, figures and other information which completes the definitions that appear in the relevant subparagraphs of the Final Terms, the Terms and Conditions of the Notes and the applicable Annex(es) to the Terms and Conditions of the Notes.<sup>19</sup>*

1.	(i)	Issuer:	[BBVA Global Markets B.V. (NIF: N0035575J)][BBVA Global Securities B.V. (NIF: N0074943B)]
	(ii)	Guarantor:	[Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169)][Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169), acting through its New York Branch]
	(iii)	Principal Paying Agent:	[Banco Bilbao Vizcaya Argentaria, S.A ][Deutsche Bank AG, London Branch][specify]
	(iv)	Registrar:	[Deutsche Bank Luxembourg, S.A.][Deutsche Bank Trust Company Americas][Not applicable][Banco Bilbao Vizcaya Argentaria, S.A.][specify]
	(v)	Transfer Agent:	[Banco Bilbao Vizcaya Argentaria, S.A ][Deutsche Bank Luxembourg, S.A.][Deutsche Bank Trust Company Americas][Not applicable][specify]
	(vi)	Calculation Agent:	[Banco Bilbao Vizcaya Argentaria, S.A.][specify name]
2.	(i)	Series Number:	[specify]
	(ii)	Tranche Number:	[specify]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date][exchange of the Temporary Global Note for

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Notes is at least CHF 100'000, (c) if the Notes may only be purchased by investors investing at least CHF 100'000 or (d) if the offer does not exceed the cap of CHF 8'000'000 (over a 12 months period). In the event that the issuer would benefit from such other exemption, please adjust the wording accordingly.

<sup>16</sup> Upon request, the Programme and the Final Terms should be made available as hard copies.

<sup>17</sup> Include where offer is not exempted from the Swiss prospectus requirements under the FinSA.

<sup>18</sup> Delete where no offer into Switzerland is intended.

<sup>19</sup> Remove guidance notes in italics when preparing Final Terms.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		interests in the Permanent Global Note, as referred to in paragraph 49 below, which is expected to occur on or about [date]][Not applicable]
(iv)	Applicable Annex(es):	[Not applicable] [Annex 1: Payout Conditions] [Annex 2: Index Linked Conditions] [Annex 3: Equity Linked Conditions] [Annex 4: ETF Linked Conditions] [Annex 5: Fund Linked Conditions] [Annex 6: Inflation Linked Conditions] [Annex 7: Foreign Exchange (FX) Rate Linked Conditions] [Annex 8: Credit Linked Conditions]
		(More than one Annex may apply.)
3.	Specified Notes Currency or Currencies:	[specify] [(the "SER Subject Currency") for the purpose of the Specified Denomination and calculations [and payments other than those to which the Settlement Exchange Rate Provisions are specified to apply;] and (payments [to which the Settlement Exchange Rate Provisions are specified to apply] shall be made in [specify] (the "Settlement Currency").] [In respect of which payments to which the Settlement Exchange Rate Provisions and the SER Intermediated Currency Requirements are specified to apply, the "SER Intermediate Currency" is [specify].]
(i)	UVR Inflation-Adjusted Notes <sup>20</sup> :	[Applicable][Not applicable]
ii.	UVR Equivalent of Aggregate Nominal Amount/Specified Denomination(s)/Calculation Amount as of the [Issue Date][specify]:	The [Aggregate Nominal Amount is equal to UVR [specify]] The [Specified Denomination is equal to UVR [specify]] [Calculation Amount is equal to UVR [specify]] [all these based on the UVR rate of [specify] in effect as of the [Issue Date]][specify].
iii.	Specified Number of COP/UVR Business Days:	[specify]
iv.	Initial UVR:	[specify]
v.	Floored UVR Index:	[Not applicable][Applicable, for the purpose of determining [the Final Redemption Amount only][all payments]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

4. Aggregate Nominal Amount:

(i) Series: [specify]  
[The Notes are Partly Paid Notes] [see paragraph 46 below]  
*(For Partly Paid Notes, specify the dates and amounts for the payment of aggregate nominal amount)*  
[Part Payment Date(s) (s)] Part Payment Amount  
[specify] [specify]

(ii) Tranche: [specify]

5. Issue Price:

[specify] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)] [payable as set out in paragraph 4(i) above] [converted into the Settlement Currency at the Initial SER, being [specify amount] in respect of the Aggregate Nominal Amount where "Initial SER" means [specify]]

6. (i) Specified Denomination(s):

[specify]

(ii) Minimum Tradable Amount:

[specify][Not applicable]

(iii) Calculation Amount:

[specify](*Insert the following in the case of Instalment Notes:*) [(the "**Original Calculation Amount**") minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on [specify]]][for which purpose the Original Calculation Amount will apply] [Not applicable]])

(*Insert the following in the case of Partly Paid Notes:* [To the extent the Notes are not fully paid up, the Calculation Amount and any amounts specified per Calculation Amount shall be proportionately reduced])

(*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.*)

(*Where the Credit Linked provisions are not applicable to the [first, second etc] Instalment Amounts then the Original Calculation Amount minus the sum of such [first, second etc] Instalment Amounts should be used for the purposes of the Credit Linked provisions in paragraphs 10 and 29. Where the Credit Linked provisions apply to a portion of the Notes not subject to redemption by Instalments and /or for a specified period of time then such portion and/or specified period should be used for the purposes of the Credit Linked provisions and specified in paragraphs*

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

10 and 29)

7. (i) Issue Date: [specify]
- (ii) Interest Commencement Date: [specify][Issue Date][Not applicable]  
*(An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
- (iii) Trade Date: [specify]
8. Maturity Date: [The Interest Payment Date falling on or nearest to] [specify][or if that is not a Business Day the immediately [succeeding][preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [specify] [(the "**Scheduled Maturity Date**")][or such [later] date for redemption determined as provided in the [[ETF Linked][Fund Linked][Credit Linked] [FX Linked] Conditions] [but subject to Credit Linked Condition 1(g)]][or, in all circumstances if applicable, such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6]]
9. Interest Basis: [Not applicable][Applicable]  
(See Paragraph 16 below)  
*(Where applicable specify one or more of the following) [per cent.] [per annum] [Fixed Rate] [Interest Leverage Multiplier: [specify]]*
- [[[LIBOR][EURIBOR][specify CMS Rate][specify] +/- [specify] per cent.] Floating Rate] [Interest Leverage Multiplier: [specify]]
- [Specified Interest Amount] (See paragraph 19 below)  
[Zero Coupon]
- [Reference Item Linked Interest:  
*(specify one or more of the following)*
- [Index Linked Interest]
- [Equity Linked Interest]
- [ETF Linked Interest]
- [Fund Linked Interest]
- [Inflation Linked Interest]
- [Foreign Exchange (FX) Rate Linked Interest]
- [Credit Linked Interest]
- [Reference Item Rate Linked Interest]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- [Combination Interest][Interest Leverage Multiplier:  
[specify]]
- [and converted into the Settlement Currency by  
reference to the applicable Settlement Exchange Rate]  
[only in the specific circumstances set out in the  
Interest Rate Payout Formula]]
10. Redemption Basis:
- [Redemption at [par][specify][see paragraph 29 (Final  
Redemption Amount:) below]
- [Index Linked Redemption]
- [Equity Linked Redemption]
- [ETF Linked Redemption]
- [Fund Linked Redemption]
- [Inflation Linked Redemption]
- [Foreign Exchange (FX) Rate Linked Redemption]
- [Credit Linked Redemption]
- [Reference Item Rate Linked Redemption]
- [Combination Redemption]
- [Instalment] (See paragraph 44 below)
- [and converted into the Settlement Currency by  
reference to the applicable Settlement Exchange Rate]  
[only in the specific circumstances set out in the Final  
Payout Formula]
- (See paragraph 13 below)
- [subject to Variation of Settlement, (see paragraph 47  
below)]
11. Reference Item(s):
- [specify] [See paragraph [specify] [Index][Basket of  
Indices][Share][Basket of  
Shares][Index][Indices][ETF][ETF  
Basket][Fund][Fund Basket][Subject  
Currency][Subject Currencies] Reference Item  
Rate][Reference Spread][Reference Entity(es)] below]  
*(Repeat if necessary)*
- [Not applicable]
12. Put/Call Options:
- [Not applicable]
- [Noteholder Put Option]
- [Issuer Call Option]
- [(see paragraph[s] [32][33] below)]
13. Settlement Exchange Rate Provisions:
- [Not applicable][Applicable][in respect of][all  
payments][payments of [interest][principal]only][only  
those payments to which these Settlement Exchange

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Rate Provisions are specified to apply]] [(See paragraph[s] [specify] below)]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	SER Intermediate Currency Requirements:	[Not applicable][Applicable[in respect of][all payments][payments of [interest][principal]only][only those payments to which these Settlement Exchange Rate Provisions and these SER Intermediate Currency Requirements are specified to apply]]
		Second Settlement Exchange Rate means [specify] SER Intermediate Currency means [specify]
(ii)	Settlement Exchange Rate:	[Specify rate] <i>(if a pre-determined fixed rate applies then delete the remaining subparagraphs of this paragraph).</i>
(iii)	SER Valuation Date(s):	[specify] [SER Scheduled Trading Days prior to the [scheduled] [specify each payment date]] <i>(where different SER Valuation Dates apply to different payment dates, specify in respect of each applicable payment date)</i>
(iv)	Provisions applicable to determining the Settlement Exchange Rate:	For the purpose of the definition of Settlement Exchange Rate in Payout Condition 6.3:  SER Price Source: [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]  SER Valuation Time: [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]  SER Settlement Day Centre(s): [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]
(v)	SER Disruption Events:	[Price Source Disruption]  [Illiquidity Disruption]  [Dual Exchange Rate]  [General Inconvertibility]  [General Non-Transferability]  [Material Change in Circumstance]  [Nationalisation]  [Price Materiality, where:

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		SER Price Materiality Percentage: [specify][3] per cent.
		SER Primary Rate: [specify][The rate determined as set out in the definition of Settlement Exchange Rate]
		SER Secondary Rate: [specify][SER First Fallback Reference Price [and]][SER Second Fallback Reference Price]]
		[as per Payout Conditions 6.1 and 6.2]
		[Not applicable]
(vi)	SER Scheduled Trading Day City/Cities:	[specify] [as per Payout Condition 6.3]
(vii)	SER DisruptionFallbacks (for Price Source Disruption and Price Materiality only):	<p>[The following Disruption Fallbacks apply in the following order: [Valuation Postponement]</p> <p>SER Number of Postponement Settlement Days: [[Two][specify]] [Business Days][SER Settlement Days] [specify]</p> <p>SER Maximum Days of Postponement: [specify]</p> <p>[First Fallback Reference Price, where: SER First Fallback Price Source: [specify] SER First Fallback Valuation Time: [specify] SER First Fallback Number of Settlement Days: [specify]]</p> <p>[Second Fallback Reference Price, where: SER Second Fallback Price Source: [specify] SER Second Fallback Valuation Time: [specify] SER Second Fallback Number of Settlement Days: [specify]]</p> <p>[Calculation Agent Determination] (<i>specify fallbacks required and arrange order in which to be applied</i>) [as per Payout Condition 6.3] [Not applicable]</p>
(viii)	SER Cumulative Events:	[Not applicable][Applicable and Maximum Cumulative Days of Postponement means [specify]] [as per Payout Condition 6.1]
(ix)	SER Number of Settlement Days:	[Two][Zero][specify other] [where SER Settlement Day Centre(s) means [in respect of the Settlement Exchange Rate:] [specify] [and in respect of the

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Intermediate Exchange Rate: [specify]]] [as per Payout Condition 6.3]
(x)	SER Additional Disruption Event:	(Specify each of the following which applies) [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]
		[as per Payout Condition 6.2]
14.	Knock-in Event:	[Not applicable][Applicable: Knock-in Value is [greater than][greater than or equal to][less than][less than or equal to] the Knock-in[Barrier][[within][outside] [the Knock-in Range] (Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)]
		[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-in Barrier]
		(Insert for Reference Item Linked Notes)
(i)	Knock-in Value:	[insert definition from Payout Condition 5.1]
(ii)	Knock-in Barrier:	[specify value or percentage]
(iii)	Knock-in Range:	From and [including][excluding] [specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, barrier etc] [Not applicable]
(iv)	Knock-in Determination Day(s):	[specify][Each Scheduled Trading Day in the Knock-in Determination Period][Not applicable]
		[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply.]
(v)	Knock in Determination Period:	[specify][Not applicable]
(vi)	Knock-in Period Beginning Date:	[specify]][Not applicable]
(vii)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(viii)	Knock-in Period Ending Date:	[specify][Not applicable]
(ix)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(x)	Knock-in Valuation Time:	[specify][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not applicable]
15.	Knock-out Event:	[Not applicable][Applicable: The Knock-out Value is [(i)][greater than][greater than or equal to][less than][less than or equal to] [the Knock-out [Barrier] [within][outside] the Knock-out Range]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*(Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)*

[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-out Barrier]

*(Insert for Reference Item Linked Notes)*

- |   |  |
|---|--|
| (i) Knock-out Value:  | [insert definition from Payout Condition 5.1]  |
| (ii) Knock-out Barrier:   | [specify value or percentage]  |
| (iii) Knock-out Range:  | From and [including][excluding] [specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc] [Not applicable] |
| (iv) Knock-out Determination Day(s):  | [From and including][From and excluding][To and including][To but excluding][specify]<br><br>[specify][Each Scheduled Trading Day in the Knock-out Determination Period][Not applicable]                 |
| [In the event that a Knock-out Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply.] |  |
| (v) Knock-out Determination Period:   | [specify][Not applicable]  |
| (vi) Knock-out Period Beginning Date:   | [specify][Not applicable]  |
| (vii) Knock-out Period Ending Date:   | [specify][Not applicable]  |
| (viii) Knock-out Period Beginning Date<br>Scheduled Trading Day Convention:   | [Applicable][Not applicable]   |
| (ix) Knock-out Period Ending Date<br>Scheduled Trading Day Convention:  | [Applicable][Not applicable]   |
| (x) Knock-out Valuation Time:   | [specify][Scheduled Closing Time][Any time on a Knock out Determination Day][Not applicable]   |

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- |   |  |
|---|--|
| 16. Interest:   | [Applicable][Not applicable]   |
| <i>(If not applicable, or in case of Specified Interest Amount, delete the remaining subparagraphs of this paragraph)</i> |  |
| (i) Interest Period End Date(s):  | [specify][Not applicable][As per General Condition 4[(a)][(b)]]  |
| (ii) Business Day Convention for<br>Interest Period End Date(s):  | [Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate |

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Convention][Not applicable] <i>(if unadjusted specify not applicable. If adjusted specify same Business Day Convention as for Interest Payment Dates)</i>
(iii)	Interest Payment Date(s):	[specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions][As defined in the relevant Interest Basis provisions below]
(iv)	Business Day Convention for Interest Payment Date(s):	[Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention][Not applicable]  <i>(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)</i>
(v)	Minimum Interest Rate:	[[specify]][per cent.][per annum]][Not applicable]  <i>(If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)</i>
(vi)	Maximum Interest Rate:	[[specify]][per cent.][per annum]][Not applicable]  <i>(If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period.)</i>
(vii)	Day Count Fraction:	[30/360][Actual/Actual [(ICMA)][(ISDA)]] [Actual/365 [(Fixed)][(Sterling)]] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360 [(ISDA)]] [Eurobond Basis] [1/1] [1] [Not applicable]  <i>(Where Actual/Actual ICMA is applicable, insert Determination Date(s) below)</i> <i>(Repeat for each Interest Basis as necessary)</i>
(viii)	Determination Date(s):	[[specify]][in each year]][Not applicable]  <i>(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)</i>
(ix)	Rate of Interest:	[In respect of each Interest Payment Date [(from [specify] to [specify])][ falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable]]the Rate of Interest shall be determined by the Calculation Agent [as][in accordance with the following formula(s)]:  <i>(The above formulation may be repeated as necessary)</i>

## **FORM OF FINAL TERMS FOR NON-EXEMPT NOTES**

*(for each relevant interest type below)*

[Fixed Rate]

[Floating Rate]

*(In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5)*

[Rate of Interest (i)]

[Rate of Interest (ii)]

[Rate of Interest (iii)]

[Rate of Interest (iv)]

[Rate of Interest (v)]

[Rate of Interest (vi)]

[Rate of Interest (vii)]

[Rate of Interest (viii) - Call]

[Rate of Interest (ix) - Put]

[Rate of Interest (x) – Range Accrual]

[Rate of Interest (xi) - Call Participation ]

[Rate of Interest (xii) - Digital One Barrier]

[Rate of Interest (xiii) –Digital One Barrier Standard ]

[Rate of Interest (xiv) – Strike Podium n Barriers]

[Rate of Interest (xv) – Partial Memory]

[Rate of Interest (xvi) – Memory]

[Rate of Interest (xvii) - Call with Individual Caps]

[Rate of Interest (xviii) – Cappuccino]

[Rate of Interest (xix) - Best Replace]

[Rate of Interest (xx) – Cliquet]

[Rate of Interest (xxi) - Cliquet Digital]

[Rate of Interest (xxii) - Cliquet Digital Lock in]

[Rate of Interest (xxiii) - Digital Coupon One Dual Condition]

[Rate of Interest (xxiv) - Digital Coupon Two Dual

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Conditions]

[Rate of Interest (xxv) – TARN]

[Rate of Interest (xxvi) – Ratchet]

[Rate of Interest (xxvii) – Multiplier]

[Rate of Interest (xxviii) – Count Barrier Condition]

[Rate of Interest (xxix) – Podium]

[Rate of Interest (xxx) – Compensation]

[Rate of Interest (xxxi) – Dual Currency Digital Coupon]

[Rate of Interest (xxxii) – Partial Consolidation]

[Rate of Interest (xxxiii) – Ulises]

[Rate of Interest (xxxiv) – Leonidas Range Accrual]

[Rate of Interest (xxxv) – Leonidas]

[Rate of Interest (xxxvi) – Branch]

[Rate of Interest (xxxvii) – Multiple Reverse]

[Rate of Interest (xxxviii) – Growth & Income]

[Option FX: Applicable] (*specify as applicable for each Rate of Interest where FX option is to apply*)

(*If the Rate or Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date*)

### 17. Fixed Rate Note Provisions:

[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable]

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

(*If more than one fixed rate is to be determined repeat items (i) to (iii) of this paragraph for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable*)

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(i) Rate(s) of Interest: [[specify] [per cent. [per annum]] payable

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[annually][semi-annually][quarterly][monthly] in arrear on each Interest Payment Date][Not applicable]
		(Amend appropriately in the case of irregular coupons)
(ii)	Fixed Coupon Amount(s):	[[specify] per Calculation Amount][Not applicable]
(iii)	Broken Amount(s):	[[specify] per Calculation Amount, payable on the Interest Payment Date[s] falling [in][on][specify]][Not applicable]
18.	Floating Rate Note Provisions:	<p>[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify] only]]][Not applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item 16(ix)] (<i>insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)</i>)</p> <p><i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i></p> <p><i>(If more than one floating rate is to be determined, repeat items [specify] to [specify] for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)</i></p> <p><i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i></p>
(i)	Specified Period(s):	[specify length of period] [Not applicable]
(ii)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination][ISDA Determination] <i>(further particulars specified below)</i>
(iii)	Screen Rate Determination:	[Applicable][Not applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(a)	Reference Rate:	[specify period] [month] [year] [LIBOR] [EURIBOR] [CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify TEC Rate] [with a Designated Maturity of [insert years]] [specify other]
(b)	Interest Determination Date(s):	[specify]
(c)	Specified Time:	[specify]
(d)	Relevant Screen Page:	[specify] (to be determined in accordance with General Condition 4(b)(iv))

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

			<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)</i>
(iv)	ISDA Determination:		[Applicable][Not applicable]
	(a) Floating Rate Option:		[specify]
	(b) Designated Maturity:		[specify]
	(c) Reset Date:		[specify]
	(d) Interest Determination Date(s):		[specify]
(v)	Linear Interpolation:		[Not applicable][Applicable - the Rate of Interest for the [long][short] [first][last] Interest Period shall be calculated using Linear Interpolation ( <i>specify for each short or long interest period</i> )]
(vi)	Margin(s):		[ [+/-][specify][per cent][per annum][Not applicable] <i>(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)</i>
19. Specified Interest Amount Note Provisions:			[Applicable][Not applicable] <i>(If not applicable delete the remaining subparagraphs of this paragraph)</i>
(i)	Specified Interest Amount(s):		[In respect of the [following] Specified Interest Payment Dates [from and including [[specify] to and including [specify]]], [specify] per Calculation Amount][See table [above][below]][Insert table] <i>(Note that for partially Credit-Linked Notes where the Specified Interest Amounts are not credit-linked, the amount specified per Calculation Amount should be the intended Specified Interest Amount per Calculation Amount multiplied by (1-Credit Multiplier).)</i>
			<i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
			<i>(repeat as necessary)</i>
(ii)	Specified Interest Payment Date(s):		[specify][[Each][The] Interest Payment Date falling on or nearest to] [specify][from and including [the Interest Payment Date falling on or nearest to] [specify] to and including [the Interest Payment Date falling on or nearest to][specify]], as adjusted in accordance with the Business Day Convention] [See table [above][below]][Insert table]
(iii)	Specified Interest Amount Multiplier:		[Not applicable] [specify][Credit Event Reduction Factor] <i>(only include where relevant for Credit Linked Notes )</i>
(iv)	Business Day Convention		[specify] <i>(only include if necessary)</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

20. Zero Coupon Note Provisions:	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>  <i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i) Accrual Yield:	[specify] per cent. [per annum]
21. Index Linked Interest Provisions:	[Applicable] [in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>  <i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i) [Index][Basket of Indices]:	[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above] [below]] [Insert table]  [For [k]=1][specify][insert description and, if relevant details of where investors can obtain information about the Index][(see paragraph [specify])](repeat as necessary)  [Composite][non Composite]  [Weighting: [[Not applicable]] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]]
(ii) Exchange(s) and Index Sponsor:	(a) [the relevant Exchange[s] [is][are]] [there are no relevant Exchanges] [specify]; and  (b) the relevant Index Sponsor is [specify].]  [See table [above][below]]
(iii) Related Exchange:	[specify][All Exchanges]
(iv) Screen Page:	[specify][See table [above][below]]
(v) [Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table [above][below]]
(vi) Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[specify] above][See table [above] [below]]
		[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(vii)	Interest Payment Date(s):	[specify][See table [above][below]][Insert table][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(viii)	[Coupon Valuation [Date(s)][Period(s)]:	[specify][See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(ix)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Index Linked Interest Amount]
		<i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i>
(x)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xi)	Exchange Business Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
(xii)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
		<i>(must match election made for Exchange Business Day)</i>
(xiii)	Index Correction Period:	[As set out in Index Linked Condition 7][specify]
(xiv)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xv)	Additional Disruption Events:	[Not applicable] [As per the Index Linked Conditions] [The following Additional Disruption Events apply to the Notes:]
		<i>(Specify each of the following which applies)</i>
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Increased Cost of Stock Borrow]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

[Loss of Stock Borrow]  
[Change in Law: Not applicable]

[The Maximum Stock Loan Rate in respect of [specify] is [specify]] (Only applicable if Loss of Stock Borrow is applicable)

[The Initial Stock Loan rate in respect of [specify] is [specify]] (Only applicable if Increased Cost is Stock Borrow is applicable)

### 22. Equity Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))

(If not applicable, delete the remaining subparagraphs of this paragraph)

(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

- |        |  |   |
|--------|--|---|
| (i)    | [Share(s)][Share Company][Basket of Shares][Basket Company]: | The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]])] will apply:] [Not applicable] [See table [above] [below]] [Insert table]<br><br>[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)<br><br>[Weighting: [[Not applicable]] [[specify]][Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]] |
| (ii)   | Share Currency:  | [specify] [See table [above][below]]  |
| (iii)  | ISIN of Share(s):  | [specify] [See table [above][below]]  |
| (iv)   | Screen Page:   | [specify] [See table [above][below]]  |
| (v)    | Exchange(s):   | [specify] [See table [above][below]]  |
| (vi)   | Related Exchange(s):   | [specify][All Exchanges]  |
| (vii)  | Depository Receipt provisions:                               | [Applicable][Not applicable][For Reference Item k=[specify][and k=[specify]]]<br><br>(a) Details of share:<br>[specify name and ISIN code of the share to which the relevant Depository Receipts relate]<br><br>(b) Share Exchange:<br>[specify]  |
| (viii) | [Strike Date] [Strike Period and Strike Days]:               | [specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table   |

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[above][below]]
(ix)	Averaging:	[Not applicable][Averaging applies to the Notes. The Averaging Dates are [specify].] [See paragraph [specify] above] [See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
(x)	Interest Payment Date(s):	[specify] [ See table [above][below]] [Insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xi)	[Coupon Valuation [Date(s)][Period(s)]:]	[specify][See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xii)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date][Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Equity Linked Interest Amount]
		<i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i>
(xiii)	[Observation Date(s)][Observation Period(s):]	[specify][Not applicable][See table [above][below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiv)	Exchange Business Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xv)	Scheduled Trading Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
		<i>(Must match election for Exchange Business Day)</i>
(xvi)	Share Correction Period:	[As set out in Equity Linked Condition 8][specify]
(xvii)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xviii)	Extraordinary Events:	[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event, Tender Offer unless Tender Offer (specified below as not applicable) and Nationalisation, the following Extraordinary Events apply to the Notes: <i>(specify each of the following which applies)</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- [Listing Change]
- [Listing Suspension]
- [Illiquidity]
- [Tender Offer: Not applicable]
- (xix) Additional Disruption Events: [Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*
- [Hedging Disruption]
- [Insolvency Filing]
- [Increased Cost of Hedging]
- [Increased Cost of Stock Borrow]
- [Loss of Stock Borrow]
- [Stop-Loss Event]
- [Stop-Loss Event Percentage: *specify* per cent.]
- [Change in Law: Not applicable]
- [The Maximum Stock Loan Rate in respect of *specify in relation to each relevant Share* is *specify*] (*Only applicable if Loss of Stock Borrow is applicable*)
- [[The Initial Stock Loan rate in respect of *specify in relation to each relevant Share* is *specify*] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]
23. ETF Linked Interest Provisions: [Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] *specify* [to and including *specify*]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*),  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*
- (i) [ETF(s)]/[ETF Basket]: The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][*specify*]]) will apply:] [Not applicable] [See table [above][below]] [*Insert table*]  
[For [k]=1][*specify*][*insert description*][(see paragraph

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[specify])](repeat as necessary)
		[Weighting: [[Not Applicable]] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]]
(ii)	ETF Share Currency:	[specify] [See table [above][below]]
(iii)	ISIN of ETF Share(s):	[specify] [See table [above][below]]
(iv)	Screen Page:	[specify] [See table [above][below]]
(v)	Exchange(s):	[specify][Not applicable] [See table [above][below]]
(vi)	Related Exchange(s):	[specify][All Exchanges][Not applicable]
(vii)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]]
(viii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  [In the event that an Averaging Date is a [Disrupted Day], [Omission][Postponement][Modified Postponement] will apply]
(ix)	Interest Payment Dates(s):	[specify] [See table [above][below]] [insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(x)	[Coupon Valuation [Date(s)][Period(s)]:	[specify] [See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xi)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount]  (If no time is specified, the Coupon Valuation Time will be the close of trading on the Exchange)
(xii)	[Observation Date(s)][Observation Period(s):	[specify][Not applicable][See table [above][below]] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiii)	Exchange Business Day:	[[All ETF Shares Basis]][[(Per ETF Shares Basis)]][(Single ETF Share Basis)][(Cross Asset Basis)]]
(xiv)	Scheduled Trading Day:	[[All ETF Share Basis]][[(Per ETF Share Basis)]][(Single ETF Share Basis)][(Cross Asset Basis)]]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Basis)]]
(xv)	ETF Share Correction Period:	[As set out in the ETF Linked Condition 6][ <i>specify</i> ]
(xvi)	Specified Maximum Days of Disruption:	[Not applicable][ <i>specify</i> ][five][Scheduled Trading Days]
(xvii)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [ <i>specify</i> ]
(xxiii)	Additional Extraordinary Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Insolvency Filing]  [Stop-Loss Event]  [Stop-Loss Event Percentage: [ <i>specify</i> ] per cent.]  [Change in Law: Not applicable]  [The Maximum Stock Loan Rate in respect of [ <i>specify</i> ] in relation to each relevant ETF Share] is [ <i>specify</i> ]] <i>(Only applicable if Loss of Stock Borrow is applicable)</i>  [[The Initial Stock Loan rate in respect of [ <i>specify</i> ] in relation to each relevant ETF Share] is [ <i>specify</i> ]] <i>(Only applicable if Increased Cost of Stock Borrow is applicable)</i>  [Tender Offer: Not applicable]
24.	Fund Linked Interest Provisions:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [ <i>specify</i> ] [to and including [ <i>specify</i> ]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] ( <i>insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)</i> ),  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>  <i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i)	[Fund(s)]/[Fund Basket(s)]:	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][ <i>specify</i> ]]) will apply:] [Not applicable] [See table [above][below]] [ <i>Insert table</i> ]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)
		[The NAV per Fund Share will be published on [specify]]
		[Weighting: [[Not Applicable]] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the [Fund Linked Conditions]]]
(ii)	[Fund Shares]:	[specify][a unit of the relevant Fund] [See table [above][below]]
(iii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]
		[In the event that an Averaging Date is a Fund Non-Valuation Date, [Omission][Postponement][Modified Postponement] will apply]
(iv)	Interest Payment Date(s):	[specify] [See table [above][below]] [insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(v)	[Coupon Valuation [Date(s)][Period(s)]:	[specify] [See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(vi)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]] [In the event that an Observation Date is a Fund-Non Valuation Date [Omission][Postponement][Modified Postponement] will apply.]
(vii)	Fund Business Day:	[specify][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]
(viii)	Initial Calculation Dates:	
(a)	Initial Calculation Day:	[specify] [Not applicable]
(b)	Initial Calculation Date:	[specify] [Not applicable]
(c)	Initial Calculation Period:	[specify] [Not applicable]
(ix)	Final Calculation Date:	[specify] [Not applicable]
(x)	Calculation Date(s):	[specify] [Not applicable]
(xi)	Extraordinary Fund Events:	[As set out in Fund Linked Condition 1] [specify]
(a)	NAV Barrier:	[specify][Not applicable]
(b)	NAV Trigger Percentage:	[specify][As set out in Fund Linked Condition 6] [Not applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

	(c) NAV Trigger Period:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(d) Number of NAV Publication Days:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(e) Basket Trigger Level:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
(xii)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes:  <i>(Specify each of the following which applies)</i>
		[Hedging Disruption]  [Increased Cost of Hedging]  [Change in Law: Not applicable]
(xiii)	Delayed Payment Cut-Off Date:	[As set out in Fund Linked Condition 3][specify]
25.	Inflation Linked Interest Provisions:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable][for the purposes of determining the "Rate of Interest" specified in item 16(ix)] ( <i>insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)</i> )  <i>(In respect of Credit Linked Notes)</i> [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  <i>(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)</i>
(i)	[Index][Indices][Basket of each Inflation Index]	[specify] [Reference Item[s][(k)]]  <i>(Set out each Index level and insert "in respect of [specify date]" following each Index level)</i>
(ii)	Screen Page/Exchange/ CODE:	[specify]
(iii)	Index Sponsor:	[specify]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][specify]
(v)	Related Bond:	[specify][Fallback Bond][Not applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[Applicable][Not applicable]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable]
(ix)	Reference Month:	[specify][Not applicable]
(x)	Determination Date	[specify][Not applicable]
(xi)	Additional Disruption Events:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes:  (Specify each of the following which applies)  [Hedging Disruption]  [Increased Cost of Hedging]  [Change in Law: Not applicable]
26.	Foreign Exchange (FX) Rate Linked Interest Provisions:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)) [For the purpose of determining the "RI FX Level" specified in item 16(ix)]  (If not applicable, delete the remaining subparagraphs of this paragraph)  (In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]
(i)	Base Currency:	[specify][Not applicable][For Reference Item[(k)]: [insert]]
(ii)	Subject Currency/Currencies:	[specify][Not applicable][For Reference Item[(k)]: [insert]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]]
(iv)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above] [below]]  [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

(v)	Interest Payment Date(s):	[specify] [See table [above][below]] [Insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(vi)	[Coupon Valuation Date(s)][Period(s)]:	[specify][See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(vii)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above][below]] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of][specify Subject Currencies to which these provisions apply where there is a Basket]][Not applicable]  (Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)
(a)	Relevant Screen Page:	[specify][Not applicable]
(b)	Price Source:	[specify]
(c)	Valuation Time:	[specify][As per Foreign Exchange (FX) Rate Linked Note Condition 7]
(d)	Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate] [General Inconvertibility] [General Non-Transferability] [Material Change in Circumstances] [Nationalisation]  (Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto).
(e)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(ix)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of][specify Subject Currencies to which these provisions apply where there is a Basket]][Not applicable]  (Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- (a) Provisions applicable to determining the Settlement Price: For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and *specify the relevant Subject Currency where more than one Subject Currency*]]:
- EM FX Price Source: [specify]  
EM Valuation Time: [specify]  
EM Scheduled Trading Day Jurisdiction: [specify]
- (b) EM Disruption Events: [Price Source Disruption]  
[Illiquidity Disruption]  
[Dual Exchange Rate]  
[General Inconvertibility]  
[General Non-Transferability]  
[Material Change in Circumstance]  
[Nationalisation]  
[Price Materiality, where:  
EM Price Materiality Percentage: [specify][3] per cent.  
EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]  
EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)*
- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]  
[EM First Fallback Reference Price, where:  
First Fallback EM FX Price Source: [specify]  
First Fallback EM Valuation Time: [specify]  
First Fallback EM Number of Settlement Days: [specify]]  
[EM Second Fallback Reference Price, where:  
Second Fallback EM FX Price Source: [specify]  
Second Fallback EM Valuation Time: [specify]  
Second Fallback EM Number of Settlement Days: [specify]]  
[EM Valuation Postponement]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more*

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		<i>than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)</i>
(d)	EM Maximum Days of Postponement:	[specify] <i>(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)</i>
(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [specify]] <i>(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)</i>
(f)	EM Number of Settlement Days:	[Two][Zero][specify other] [where Settlement Day Centre(s) means [specify]]
(g)	EM Number of Postponement Settlement Days:	[[Two][specify]] [Business Days][EM Settlement Days] [specify]
(x)	Additional Disruption Events:	[Not applicable] ][As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:] <i>(Specify each of the following which applies)</i> [Hedging Disruption] [Increased Cost of Hedging] [Change in Law: Not applicable]
27.	Reference Item Rate Linked Interest:	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including] [specify] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))]  <i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>  [The [Floating][Fixed] Rate Note Provisions shall apply. For the purposes of determining the Reference Item Rate on the basis of elections in this paragraph]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>  <i>(If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		<i>(repeat items (i) to (vi)) below for each such Reference Item Rate)</i>
(i)	Screen Rate Determination:	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(a) Reference Item Rate:	[specify period] [month] [year] [LIBOR] [EURIBOR] [CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify TEC Rate] [with a Designated Maturity of [insert years]] [specify other]
	(b) Interest Date(s):	[specify]
	(c) Specified Time:	[specify]
	(d) Relevant Screen Page:	[specify]  <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)</i>
(ii)	ISDA Determination:	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(a) Floating Rate Option:	[specify]
	(b) Designated Maturity:	[specify]
	(c) Reset Date:	[specify]
(iii)	Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2][Not applicable]  [See paragraph [specify][above][below]]  <i>(If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period.)</i>
(iv)	[Coupon Valuation [Date(s)][Period(s)]:	[specify][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(v)	Range Accrual Cut-Off Date:	[specify] [See paragraph [specify][above][below][Not applicable]]
(vi)	Business Day:	As used in this item and for the purpose of determining the Reference Item Rate only, " <b>Business Day</b> " means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target Settlement Day][ [a "U.S. Government

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Securities Business Day", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.]

[Not applicable]

28. Combination Note Interest: [Applicable][Not applicable]

*(Applicable in relation to Interest linked to a combination of types of Reference Items)*

*(If applicable, complete relevant prompts from Paragraphs 16 to 27)*

## PROVISIONS RELATING TO REDEMPTION AND PROVISIONS RELATING TO CREDIT LINKED NOTES

29. Final Redemption Amount: [Redemption at par][Calculation Amount \* [specify] per cent.][Calculation Amount \* Final Payout][, subject to [specify][the application of the Settlement Exchange Rate Provisions[in the specified circumstances set out in the Final Payout Formula only]]]

30. Final Payout: [Applicable][Not applicable]

*(If applicable, in respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5)(If not applicable, delete remaining subparagraphs of this paragraph)*

[Redemption (i)]

[Redemption (ii) - Call]

[Redemption (iii) - Put]

[Redemption (iv)] – Digital

[Redemption (v) - Digital with Knock-in]

[Redemption (vi) – Strike Podium n Conditions]

[Redemption (vii) – Knock-in]

[Redemption (viii) – Knock-in Standard]

[Redemption (ix) – Knock-in Put Leverage]

[Redemption (x) – Barrier and Knock-in Standard]

[Redemption (xi) – Barrier and Knock-in]

[Redemption (xii) – Barrier and Knock-in Put Leverage]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

[Redemption (xiii) – Twin Win]

[Redemption (xiv) – Himalaya]

[Redemption (xv) - Booster]

[Redemption (xvi) – Bonus]

[Redemption (xvii) – Dual Currency Digital]

[Redemption (xviii) – Count Barrier Condition]

[Redemption (xix) – Accumulation]

[Redemption (xx) - Range Accrual]

[Redemption (xxi) –Twin Win with Knock-out Event capital protected]

[Redemption (xxii) – Twin Win with Knock-out Barriers capital at risk]

31. Automatic Early Redemption:

[Applicable][Not applicable]

*(If applicable, specify one of the following)*

[ST Automatic Early Redemption][Target Automatic Early Redemption] (*always insert 'Target Automatic Early Redemption Event' in relation to Accumulated Coupon*)

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(i) Automatic Early Redemption Event: [In respect of [any][all] Automatic Early Redemption Valuation Date[s] [from (i)=[specify] to (i)=[specify]] [for [each][the][relevant][any][all] Automatic Early Redemption Valuation Period[s] [from ([i])=[specify] to ([i])=[specify]] [,the] AER Value is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption Trigger][within][outside] [the Automatic Early Redemption Range]

*(repeat as necessary)*

(ii) AER Value: [insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2]

(iii) Automatic Early Redemption Amount: The Automatic Early Redemption Amount shall be determined in accordance with the following formula:

*(Insert relevant formula from payout annex)*

(iv) Automatic Early Redemption Trigger: [[specify][per cent.]] [Not applicable][See table [above][below]][*Insert table*]

(v) Automatic Early Redemption Range: From and [including][excluding][specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values,

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		percentages, level, or prices etc][Not applicable] [See table [above][below]]
(vi)	AER Percentage:	[specify] per cent.][Not applicable] [See table [above][below]]  (insert where ST Automatic Early Redemption applies)
(vii)	Automatic Early Redemption Date(s):	[specify][The date falling [specify] Business Days following [each][the] Automatic Early Redemption [Date][Period] in respect of which an Automatic Early Redemption Event has occurred] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] [See table [above][below]]
(viii)	AER Additional Rate:	[AER Rate][Insert relevant provisions from Payout Condition 5.1][Not applicable]  [AER Rate DCF][Insert relevant provisions from Conditions]  [AER Rate MT][Insert relevant provisions from Conditions]  [See table [above][below]]
(ix)	[(i)] Automatic Early Redemption Valuation Date(s):	[specify] [Each [specify] [Scheduled Trading Day] falling within the [relevant] Automatic Early Redemption Valuation Period] [See table [above][below]]  (repeat as necessary)
(x)	[(ii) Automatic Early Redemption Valuation Period(s):]	[[from (i)=[specify] to [specify] [Each][The] period from [and including][but excluding][specify], to [and including][but excluding][specify] [See table [above][below]]]  (repeat as necessary)
(xi)	Automatic Early Redemption Valuation Time:	[specify][Scheduled Closing Time][Any time [on the relevant Automatic Early Redemption Valuation Date][during the Automatic Early Redemption Valuation Period][Not applicable]
(xii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]  [[Specified Maximum Days of Disruption will be equal to: [specify][five]]  (If not Specific Maximum Days of Disruption are stated, Specific Maximum Days of Disruption will be equal to five)

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

32. Issuer Call Option: [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]
- (ii) Optional Redemption Valuation Date(s): [specify][Not applicable]
- (iii) Optional Redemption Amount: [[specify] per Calculation Amount] ][In relation to each Note][its pro rata share of][specify] [The Optional Redemption Amount shall be determined in accordance with the following formula:  
*(Insert relevant formula from Payout Annex)*  
*(Insert relevant Optional Redemption Amount in respect of each relevant Optional Redemption Date. These may be set out in a table or annexed to the Final Terms)*
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: [specify][Not applicable]
- (b) Higher Redemption Amount: [specify][Not applicable]
- (v) Notice periods: Minimum period: [specify]  
Maximum period: [specify]  
[Not applicable]  
*(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
33. Noteholder Put: [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]
- (ii) Optional Redemption Valuation Date(s): [specify][Not applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- (iii) Optional Redemption Amount(s): [[specify] [per Calculation Amount][The Optional Redemption Amount shall be determined in accordance with the following formula:  
*(Insert relevant formula from Payout Annex)*]
- (iv) Notice periods: Minimum period: [specify][Not applicable]  
Maximum period: [specify][Not applicable]  
*(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*
34. Early Redemption Amount: [[specify] per Calculation Amount][As set out in General Condition 6]
35. Index Linked Redemption: [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) [Index][Basket of Indices]: [The following Reference Item(s)(k)] [(from [k] = 1 to [[k][specify]])] will apply:] [Not applicable] [See table below] [Insert table] [See paragraph 21(i) above]  
[For [k]=1][specify][insert description and, if relevant, details of where investors can obtain information about the Index][(see paragraph [specify])](repeat as necessary)  
[Composite][Non Composite]  
[Weighting: [Not applicable] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]]
- (ii) Exchange(s) and Index Sponsor: (a) [the relevant Exchange[s] [is][are] [there are no relevant Exchanges] [specify]; and  
(b) the relevant Index Sponsor is [specify]]  
[See table [above][below]] [See paragraph 21(ii) above]
- (iii) Related Exchange: [specify][All Exchanges][Not applicable] [See paragraph 21(iii) above]
- (iv) Screen Page: [specify][Not applicable] [See table [above][below]] [See paragraph 21[(i)][(iv)] above]
- (v) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table [above][below]] [See paragraph 21(v) above]
- (vi) Averaging: [Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[specify] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
(vii)	Redemption Valuation Date(s)/Period(s):	[specify][Not applicable] [See table [above] [below]]
(viii)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(ix)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above] [below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(x)	Exchange Business Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]  <i>(standard election is All Indices Basis)</i>
(xi)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]  <i>(must match election made for Exchange Business Day)</i>
(xii)	Index Correction Period:	[As set out in Index Linked Condition 7][specify]
(xiii)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xiv)	Additional Disruption Events:	[Not applicable][As per the Index Linked Conditions][The following Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Loss of Stock Borrow]  [Change in Law: Not applicable]  [[The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant Share] is [specify](only applicable if Loss of Stock Borrow is applicable)]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[The Initial Stock Loan rate in respect of [specify] in relation to each relevant Share] is [specify].(N.B. only applicable if Increased Cost is Stock Borrow is applicable)]
36. Equity Linked Redemption:		[Applicable][Not applicable]
		(If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Share/Basket of Shares/Basket Company:		[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above] [below]] [Insert table]]
		[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)
		[Weighting: [Not applicable] [specify] [Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]] [see paragraph 22(i) above]
(ii) Share Currency:		[specify] [See table [above] [below]] [see paragraph 22[(i)][(ii)] above]
(iii) ISIN of Share(s):		[specify] [See table [above] [below]] [see paragraph 22[(i)][(iii)] above]
(iv) Screen Page:		[specify] [See table [above] [below]] [see paragraph 22[(i)][(iv)] above]
(v) Exchange:		[specify] [See table [above] [below]] [see paragraph 22[(i)][(v)] above]
(vi) Related Exchange(s):		[specify][All Exchanges][Not applicable] [see paragraph 22(vi) above]
(vii) Depositary Receipt provisions:		[Applicable][Not applicable] [For Reference Item k=[specify][and k=[specify] [See paragraph 22(vii) above]
		(If not applicable, delete the remaining sub-paragraphs of this paragraph)
(a) Details of share:		[specify name and ISIN code of the share to which the relevant Depositary Receipts relate]
(b) Share Exchange:		[specify]
(viii) [Strike Date] [Strike Period and Strike Days]:		[specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]] [see paragraph 22(viii) above]
(ix) Averaging:		[Not applicable][Averaging applies to the Notes.][The Averaging Dates are [specify].][See paragraph [specify] above][See table [above][below]]
		[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Postponement] will apply]
(x)	Redemption Valuation Date(s)/Period(s):	[specify][Not applicable][See table [above][below]]
(xi)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(xii)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above][below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiii)	Exchange Business Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xiv)	Scheduled Trading Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xv)	Share Correction Period:	[As set out in Equity Linked Condition 8][specify]
(xvi)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xvii)	Extraordinary Events:	[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event and Nationalisation, the following Extraordinary Events apply to the Notes]:  [Listing Change]  [Listing Suspension]  [Illiquidity]  [Tender Offer: Not applicable]
(xviii)	Additional Disruption Events:	[Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes]:  (Specify each of the following which applies)  [Hedging Disruption]  [Insolvency Filing]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Loss of Stock Borrow]  [Stop-Loss Event]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

	[Stop-Loss Event Percentage: [specify] per cent.]
	[Change in Law: Not applicable]
	[Failure to Deliver: Not applicable]
	[The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant Share] is [specify]] (Only applicable if Loss of Stock Borrow is applicable)
	[The Initial Stock Loan rate in respect of [specify] in relation to each relevant Share] is [specify]](Only applicable if Increased Cost of Stock Borrow is applicable)
37. ETF Linked Redemption:	[Applicable][Not Applicable]  (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) [ETF(s)]/[ETF Basket]:	[The following Reference Item(s)(k) [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above][below]] [Insert table]  [For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)  [Weighting: [Not Applicable] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
(ii) ETF Share Currency:	[specify] [See table [above][below]]
(iii) ISIN of ETF Share(s):	[specify]
(iv) Screen Page:	[specify]
(v) Exchange(s):	[specify] [See table [above][below]] [Not applicable][see paragraph 23[(i)][(v)] above]
(vi) Related Exchange(s):	[specify][All Exchanges][Not applicable][see paragraph 23(vi) above]
(vii) [Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below][see paragraph 23(vii) above]
(viii) Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  [In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]
(ix) Redemption Valuation Date(s)/Period(s):	[specify][Not applicable][See table [above][below]]
(x) Valuation Time:	[Scheduled Closing Time][Any time [on the relevant

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Redemption Valuation Date][during the Observation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount][As per ETF Linked Condition 6][Not applicable]
		<i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i>
(xi)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][see table above][below]] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xii)	Exchange Business Day:	[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)] [Not applicable]
(xiii)	Scheduled Trading Day:	[[All ETF Shares Basis]] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)] [Not applicable]
(xiv)	ETF Share Correction Period:	[As set out in ETF Linked Condition 6][specify]
(xv)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xvi)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [specify]
(xvii)	Additional Extraordinary Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Disruption Events apply to the Notes]:  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Insolvency Filing]  [Stop-Loss Event]  [Stop-Loss Event Percentage: [specify] per cent.]  [Failure to Deliver: Not Applicable]  [Change in Law: Not Applicable]  [The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant ETF Share] is [specify]] <i>(Only applicable if Loss of Stock Borrow is applicable)</i>  [The Initial Stock Loan rate in respect of [specify] in relation to each relevant ETF Share] is [specify]] <i>(Only applicable if Increased Cost of Stock Borrow is</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*applicable)*

[Tender Offer: Not applicable]

**38.** Fund Linked Redemption:

[Applicable][Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(i) [Fund(s)]/[Fund Basket]:

[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above][below]] [Insert table]

[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)

[The NAV per Fund Share will be published on [specify]]

[Weighting: [[Not applicable]] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the Fund Linked Conditions]]

(ii) [Fund Shares:]

[specify] [See table [above][below]] [see paragraph 24(ii)][a unit of the relevant Fund]

(iii) Averaging:

[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]

[In the event that an Averaging Date is a [Fund Non-Valuation Date][Omission][Postponement][Modified Postponement] will apply]

(iv) [Observation Date(s)][Observation Period]:

[specify][Not applicable][see table above][below]]

[In the event that an Observation Date is a Fund Non-Valuation Date [Omission][Postponement][Modified Postponement] will apply.]

(v) Redemption Valuation Date(s)/  
Period(s):

[specify][Not applicable][See table [above][below]]

(vi) Fund Business Day:

[specify][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]

(vii) Initial Calculation Dates:

(a) Initial Calculation Date: [specify][Not applicable]

(b) Initial Calculation Period: [specify][Not applicable]

(c) Initial Calculation Days: [specify][Not applicable]

(viii) Final Calculation Date:

[specify][Not applicable][Not applicable]

(ix) Calculation Date(s):

[specify][Not applicable]

(x) Extraordinary Events:

[As set out in Fund Linked Condition 1] [specify]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

	(a) NAV Barrier:	[specify][Not applicable]
	(b) NAV Trigger Percentage:	[specify][As per the Fund Linked Condition 6][specify][Not applicable]
	(c) NAV Trigger Period:	[As per the Fund Linked Conditions][specify]
	(d) Basket Trigger Level:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(e) Number of NAV Publication Days:	[specify] [As set out in Fund Linked Condition 6][Not applicable]
(xi)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes]:  <i>(Specify each of the following which applies)</i>
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Failure to Deliver: Not applicable]
		[Change in Law: Not applicable]
(xii)	Delayed Payment Cut-off Date:	[As set out in Fund Linked Condition 3][specify][Not applicable]
<b>39. Inflation Linked Redemption:</b>		
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	[Index][Indices]:	[specify] [Reference Item[s][(k)]]
(ii)	Screen page/Exchange/CODE:	[specify]
(iii)	Index Sponsor:	[specify]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][specify]
(v)	Related Bond:	[specify][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]
(vii)	Related Bond Redemption Event:	[As set out in Inflation Linked Condition 4][specify]
(viii)	Reference Month:	[specify][Not applicable]
(ix)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable]
(x)	Determination Date(s):	[specify]
(xi)	Additional Redemption Event:	[Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes]:

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

(Specify each of the following which applies)

[Hedging Disruption]

[Increased Cost of Hedging]

### 40. Credit Linked Interest/Redemption:

[Applicable:

(a) Credit Linked Interest: [Applicable][Not Applicable] [in respect of [Long Exposure][and][Short Exposure]]

(Specify not applicable for Credit Linked Notes which are Zero Coupon Credit Linked Notes or if Interest Amount is not subject to Credit provisions and repeat as necessary for Long/Short Credit Linked Notes)

(If Credit Linked Interest is specified as applicable for Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes, Nth-to-Default Credit Linked Notes or Long/Short Credit Linked Notes (in respect of which the Long Exposure and/or Short Exposure is a Single Reference Entity Exposure, First-to-Default Exposure or Nth-to-Default Exposure): [Accrual of Interest up to Credit Event: [Applicable][Not applicable]]

(b) Credit Linked Redemption: [Applicable][Not Applicable] [in respect of [Long Exposure][and][Short Exposure]]]

(Specify not applicable for Credit Linked Notes if redemption is not subject to Credit provisions)

[Not applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

#### (i) Type of Credit Linked Notes:

The Notes are [Single Reference Entity][First-to-Default]

[Nth-to-Default] Credit Linked Notes [and the Relevant Number is [specify] (for Nth-to-Default Credit Linked Notes)] [Non-Tranched Linear Basket Credit Linked Notes where Credit Payment [on Maturity] [As You Go] applies] [Tranched Linear Basket Credit Linked Notes] [Non-Tranched Index Credit Linked Notes – [iTraxx] [CDX] [where Credit Payment [on Maturity] [As You Go] applies]] [Tranched Index Credit Linked Notes – [iTraxx] [CDX]] [Basket Tranched Index Credit Linked Notes][Long/Short Credit Linked Notes]

(a) [Credit Event Amount: [specify amount] (only use for Linear Basket Credit Linked Notes or Index Credit Linked Notes to which Credit Payment As You Go applies)][As set out in the Credit Linked Conditions]]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- (b) [Credit Event Payment Date: [[specify] (*if other than three*) Business Days] [As set out in the Credit Linked Conditions]] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
 

*((a) and (b) are only applicable for Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies, otherwise delete (a) and (b))*
- (c) [Credit Observation End Date [in respect of Long Exposure and Short Exposure] [in respect of Basket Tranched Index Component k=[ ]]: [specify if different from Scheduled Maturity Date]] (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes)
- (d) [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Index Annex: [Markit iTraxx® Europe [index name] Series [specify] Version [specify]] / [Markit CDX.NA.[IG/HY].[] [specify sector, if any] [specify series, if any] [specify version, if any]]
 

*(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)*
- (e) [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Annex Date: [specify]
 

*(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)*
- (f) [Credit Event Backstop Date [in respect of Long Exposure and Short Exposure] [in respect of Basket Tranched Index Component k=[ ]]: The later to occur of (A) the Trade Date and (B) the Credit Event Backstop Date as determined pursuant to Credit Linked Condition 13 and subparagraph (a) or (b) of the definition of "Credit Event Backstop Date", as applicable.] (For Long/Short Credit

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		<i>Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes)</i>
(ii)	Credit Event Redemption Amount:	[In respect of [Long Exposure][and][Short Exposure]:] [As set out in Credit Linked Condition 13]  [specify amount] (only use for zero/set recovery that are not Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes) [Not applicable] (specify in case of physically settled notes or if Credit Linked Redemption is not applicable)
(iii)	Protected Amount:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] (Specify not applicable if Credit Linked Redemption is not applicable)  [specify amount if applicable (Express as a percentage of the aggregate outstanding nominal amount)]  (NB The Protected Amount may be applicable in case of Single Reference Entity Credit Linked Notes, First-to Default Credit Linked Notes, Nth-to Default Credit Linked Notes, Linear Basket Credit Linked Notes Index Credit Linked Notes and Long/Short Credit Linked Notes where only part of the Nominal Amount is exposed to the relevant Reference Entity/es)
(iv)	Unwind Costs:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable: [specify]][Standard Unwind Costs][Not applicable] (Specify not applicable if Credit Linked Redemption is not applicable)
(v)	Credit Multiplier:	[In respect of [Long Exposure][and][Short Exposure]:] [Not applicable] [specify (insert only if Credit Multiplier is not 1)][Repeat as necessary where different figures apply for interest or redemption purposes and/or where it may change in respect of different dates)]
(vi)	(a) Credit Event Redemption Date:	[Credit Linked Condition 13 applies][(specify if other than three) Business Days] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] (Delete this line item for Physically Settled Notes or if Credit linked Redemption is not applicable) (Apply for Long /Short Credit Linked Notes)
	(b) Maturity Credit Redemption:	[Applicable][Not applicable]] (Delete this line item (b) for Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes or if Credit Linked Redemption is not applicable)]
(vii)	Settlement Method: [(see further item(s) [(xxxi)] [to] [(lvii)] below)]	[In respect of [Long Exposure][and][Short Exposure]:] [Auction Settlement][Cash Settlement][Physical Delivery]  [Not applicable:] [Zero/Set Recovery Notes] [Tranched Linear Basket Credit Linked

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		Notes] [Tranched Index Credit Linked Notes where Zero Recovery is applicable] [Basket Tranched Index Credit Linked Notes where Zero Recovery is applicable] [in respect of the Long Exposure and Short Exposure or where Long Short Exposure and Short Exposure comprise a Tranned Linear Basket Exposure] [Not applicable] ( <i>specify not applicable if Credit Linked Redemption is not applicable</i> ) ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(viii)	Calculation Agent City:	[In respect of [Long Exposure][and][Short Exposure]:] [ <i>specify</i> ][As per the Physical Settlement Matrix] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(ix)	[Business Day Convention:	[Following][Modified Following][Preceding] Business Day Convention ( <i>Insert only where no Business Day Convention has been specified already for the Notes, otherwise delete.</i> .)]
(x)	Reference Entity(ies):	[Long Exposure:] [ <i>specify</i> ] [[Short Exposure: [ <i>specify</i> ]] [ <i>these may be set out in the form of a table as by reference to a credit derivatives index setting out the applicable names (in which circumstances, include the following text and any details of the date/version of the referenced credit derivatives index: "Each Reference Entity comprising the [<i>specify name of index</i>] on the [<i>Issue/Trade Date</i>]. No adjustments to the terms of the Notes shall be made to reflect subsequent versions or reconstitutions of the [<i>specify name of index</i>].". All relevant items below should be completed in respect of each Reference Entity (repeating items where necessary) which may also be done by including the Reference Entities and such items in a table]</i> ] [For Index Credit Linked Notes or, in the case of Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index: As defined in Credit Linked Condition 13] [and the relevant "Reference Entity Weighting" shall be [ <i>specify</i> ] in respect of each Reference Entity].( <i>insert only where it is necessary to change the weighting specified by the relevant Index</i> )]
(xi)	Physical Settlement Matrix:	[Applicable [in respect of Long Exposure and Short Exposure], [for which purpose the Date of the Physical Settlement Matrix is [ <i>specify</i> ]]][Not Applicable [in respect of Long Exposure and Short Exposure]] ( <i>if Applicable, specify in relation to each Reference Entity its Transaction Type</i> ) [in respect of Long Exposure and Short Exposure] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(xii)	Transaction Type:	[Not applicable] [Long Exposure:] [ <i>specify</i> ] [[Short Exposure: [ <i>specify</i> ]]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

subject to adjustment as provided in the definition of Successor, as applicable.] (insert in relation to each Reference Entity if item (xiii) applies. (e.g.: 'European Corporate').))

(For Basket Tranched Index Credit Linked Notes insert the following for each Index and repeat as necessary) [In respect of Basket Tranched Index Component k= [ ]]

(For iTraxx Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the iTraxx Index) [As specified opposite the relevant Reference Entity in the Index Annex [for the [Long Exposure][and][Short Exposure], subject to adjustment as provided in the definition of Successor, as applicable.]

(For CDX Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the CDX Index) [[specify] in respect of each Reference Entity [for the [Long Exposure][and][Short Exposure], unless another Transaction Type is specified in the Index Annex, in which case the Transaction Type will be as specified opposite the relevant Reference Entity in the Index Annex, subject to adjustment as provided in definition of "Successor", as applicable.]

(xiii) Reference Entity Notional Amount:

[specify in respect of each Reference Entity]][[Not applicable] [For Index Credit Linked Notes and/or where a Credit Multiplier applies: As defined in Credit Linked Condition 13] (For Non-Tranched Index Credit Linked Notes and Non-Tranched Linear Basket Credit Linked Notes which are Instalment Notes, then please specify that the RENA will be equal to:) [Means in respect of each Reference Entity, (i) the product of the aggregate outstanding nominal amount and the Credit Multiplier (if any) multiplied by (ii) the Reference Entity Weighting for such Reference Entity multiplied by (iii) one divided by the aggregate of the Reference Entity Weightings for all Reference Entities, subject to the provisions of the definition of "Successor".]

[For Long/Short Credit Linked Notes: Long Exposure: [specify in respect of each Reference Entity]][[Not applicable][For a Long Exposure that references an Index: as defined in Credit Linked Condition 13]

[Short Exposure: [specify in respect of each Reference Entity][[Not applicable][For a Short Exposure that references an Index: as defined in Credit Linked Condition 13]

(xiv) Reference Obligation(s):

(Where either (a) Standard Reference Obligation is not applicable or (b) Standard Reference Obligation is applicable but there is no Standard Reference Obligation when the Final Terms are signed, insert one of the following:) (For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure does not reference an Index insert the

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*following in respect of the Long Exposure and/or Short Exposure as the case may be. Repeat if neither Long Exposure nor Short Exposure references an Index.)*

[In respect of [Long Exposure][and][Short Exposure]:]

*[If no initial Reference Obligation is to be specified, insert: Initially none, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]*

*OR*

*[If the initial Reference Obligation is to be specified: Initially the [insert if the guarantee is the Reference Obligation: guarantee of the] [select: [bond][loan][other obligation]] specified below, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13:*

- (a) Primary Obligor: [specify]
- (b) Guarantor: [specify]
- (c) Maturity: [specify]
- (d) Coupon: [specify]
- (e) CUSIP/ISIN: [specify].]

Standard Reference Obligation: [Applicable][Not Applicable]

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]]

*(Where Standard Reference Obligation is applicable and there is a Standard Reference Obligation when the Final Terms are signed, insert:)*

Standard Reference Obligation: Applicable

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]

The Calculation Agent has the ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]

*[For Index Credit Linked Notes or Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index, insert:[Long Exposure]: As set out in Credit Linked Condition 13.] [Short Exposure: As set out in Credit Linked Condition 13.]*

(xv) All Guarantees:

[In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix][Applicable][Not applicable]

[In respect of [Long Exposure][and][Short Exposure]:] [Provisions relating to Qualifying Guarantee and Underlying Obligation: Credit Linked Condition 17 [Applicable][Not applicable]](delete if Physical Settlement Matrix applies)

*(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- (xvi) Credit Events:
- [In respect of [Long Exposure][and][Short Exposure]:]  
[As per the Physical Settlement Matrix] (*delete remainder if Physical Settlement Matrix applies*)
- [In respect of [Long Exposure][and][Short Exposure]:]  
[Bankruptcy]
- [Failure to Pay]
- [Grace Period Extension] [Applicable][Not applicable]
- [If applicable: Grace Period: [*specify*]]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]
- [Restructuring]
- [Provisions relating to Restructuring Credit Event:  
Credit Linked Condition 14: [Not applicable] (*only include where the intention is to disapply Credit Linked Condition 14, otherwise delete line item*)
- [Provisions relating to Multiple Holder Obligation:  
Credit Linked Condition 15: [Applicable][Not applicable]]
- [Restructuring Maturity Limitation and Fully Transferable Obligation: [Applicable][Not applicable]]
- [Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation:  
[Applicable][Not applicable]]
- [Governmental Intervention]
- (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
- (a) Default Requirement:
- [In respect of [Long Exposure][and][Short Exposure]:]  
[*specify*] [As set out in Credit Linked Condition 13]
- (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
- (b) Payment Requirement:
- [In respect of [Long Exposure][and][Short Exposure]:]  
[*specify*] [As set out in Credit Linked Condition 13]
- (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)*
- (xvii) Credit Event Determination Date:
- [In respect of [Long Exposure][and][Short Exposure]:]  
Notice of Publicly Available Information:  
[Applicable][Not applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

	[If Applicable:
	Public Source(s): [specify]
	Specified Number: [specify]]
	<i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(xviii) Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:]
(a) Obligation Category:	[In respect of [Long Exposure][and][Short Exposure]:][As per the Physical Settlement Matrix][Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]
	<i>(select one only)</i>
(b) Obligation Characteristics:	[In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix][Not Subordinated] [Specified Currency: [specify currency/Standard Specified Currency]] [Not Sovereign Lender] [Not Domestic Currency: [specify currency]] [Not Domestic Law] [Listed] [Not Domestic Issuance]
	<i>(select all of which apply) (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(xix) Additional Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:] [specify][Not applicable]
(xx) Excluded Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:] [specify][Not applicable]
(xxi) Domestic Currency:	[In respect of Long Exposure and Short Exposure:] [As set out in the Credit Linked Conditions][Not applicable][specify]
	<i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(xxii) Merger Event:	Credit Linked Condition 12: [Applicable][Not applicable] <i>(For Long/Short Credit Linked Notes, same must apply to both)</i>
	<i>[If applicable: [Merger Event Redemption Date:[specify]]]</i>
	[Merger Event Redemption Amount: [specify]]
(xxiii) Provisions relating to Monoline Insurer Reference Entities:	[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 16: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

	<i>each separately)</i>
(xxiv) Provisions relating to LPN Reference Entities:	[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 18: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(xxv) Redemption on failure to identify a Substitute Reference Obligation:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(xxvi) Subordinated European Insurance Terms:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(xxvii) Financial Reference Entity Terms:	[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] ( <i>For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately</i> )
(xxviii) Additional Provisions:	[The <i>specify additional provisions</i> ] are applicable and for such purposes Credit Linked Condition 20 shall apply][Not applicable]

### ***Terms relating to Cash Settlement***

*(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method) (For Long/Short Credit Linked Notes repeat as necessary if different)*

[[Long][Short] Exposure:]

(xxix) Valuation Date:	[Applicable][Not applicable]
	[Single Valuation Date: <i>specify</i> Business Days]
	[Multiple Valuation Dates: <i>specify</i> Business Days; and each <i>specify</i> Business Days thereafter; Number of Valuation Dates: <i>specify</i> ]]
(xxx) Valuation Time:	[ <i>specify</i> ][As per Credit Linked Condition 13]
(xxxi) Indicative Quotations:	[Applicable][Not applicable]
(xxxii) Quotation Method:	[Bid][Offer][Mid-market][As per Credit Linked Condition 13]
(xxxiii) Quotation Amount:	[ <i>specify</i> ][Representative Amount][Credit Linked Conditions apply]
(xxxiv) Minimum Quotation Amount:	[ <i>specify</i> ] [As set out in Credit Linked Condition 13]
(xxxv) Quotation Dealers:	[ <i>specify</i> ]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- (xxxvi) Quotations: [Include Accrued Interest][Exclude Accrued Interest]
- (xxxvii) Valuation Method:  
[Market][Highest]  
[Average Market/Highest][Average Highest]  
[Blended Market][Blended Highest]  
[Average Blended Market][Average Blended Highest]  
[As set out in Credit Linked Condition 13]

### ***Additional terms relating to Auction Settlement***

*(delete section and renumber if not applicable as Settlement Method or Fallback Method) (For Long/Short Credit Linked Notes repeat as necessary if different)*

[[Long][Short] Exposure:]

(xxxviii) Fallback Settlement Method: [Cash Settlement][Physical Delivery]

(xxxix) Successor Backstop Date subject to adjustment in accordance with Business Day Convention: [Yes][No]

(xl) Limitation Dates subject to adjustment in accordance with Business Day Convention: [Yes][No]

### ***Terms relating to Physical Delivery***

*(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method but note may be needed for Auction elections in which case do not delete)*

(xli) Physical Settlement Period: [[specify] Business Days][Not applicable][As per Physical Settlement Matrix]

(xlii) Accrued Interest on Entitlement: [Include Accrued Interest][Exclude Accrued Interest][Not applicable]

(xliii) Settlement Currency: [specify][Not applicable]

(xliv) Deliverable Obligations:

(a) Deliverable Obligation Category: [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan][As per the Physical Settlement Matrix][Not applicable]

*(select one only)*

(b) Deliverable Obligation Characteristics: [Not Subordinated][Specified Currency: [specify currency/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: [specify currency]] [Not Domestic Law] [Not Domestic Issuance]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

			[Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Listed] [specify]] [Maximum Maturity: [ ] years] [Accelerated or Matured] [Not Bearer][As per the Physical Settlement Matrix] [Not applicable]
(xlv)	Asset Package Delivery:	Deliverable	[Applicable][Not Applicable] [As per Physical Settlement Matrix]
(xlvi)	Additional Obligation(s):	Deliverable	[specify] [Not applicable]
(a)	Excluded Deliverable Obligation(s):		[specify] [Not applicable]
(b)	Indicative Quotations:		[Applicable][Not applicable]
(c)	Delivery provisions for Entitlement if different from General Conditions and Credit Linked Conditions:		[specify] [Not applicable]
(xlvii)	Restructuring Maturity Limitation and Fully Transferable Obligation Applicable:		[Applicable][Not applicable]
(xlviii)	Modified Restructuring Limitation and Conditionality Transferable Obligation Applicable:		[Applicable][Not applicable]
(xlix)	Reference Obligation Only Termination Amount:	[specify]	[Not applicable] <i>(To be specified for the purposes of Credit Linked Condition 21 for Reference Obligation Only Notes relating to a single Reference Entity issued pursuant to Annex 8.)</i>
(l)	Qualifying Participation Seller:		[insert] [Not applicable]

### ***Terms relating to Zero/Set Recovery Notes***

*(delete section and renumber if not applicable)*

[[Long][Short] Exposure:]

(li) Set/Zero Recovery Price:

*[Insert percentage in relation to each Reference Entity, which may be zero]*

### ***[Terms relating to Tranched Linear Basket Credit Linked Notes] [Terms related to Tranched Linear Basket Exposure]***

*(delete section and renumber if not applicable)*

[[Long][Short] Exposure:]

(lii) H:

*[Insert number of Reference Entities that are equal to the higher tranche level]*

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

(livi) L: [Insert number of Reference Entities that are equal to the lower tranche level]

*(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Linear Basket Exposure, repeat as necessary)*

**[Terms relating to Tranched Index Credit Linked Notes][Terms related to Tranched Index Exposure]:**

*(delete section and renumber if not applicable)*

[[Long][Short] Exposure:]

(liv) Attachment Point: [specify]

(lv) Exhaustion Point: [specify]

(lvi) Determination of Aggregate Loss [Zero Recovery][FP Recovery]  
Percentage:

*(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Index Exposure, repeat as necessary)*

**[Terms relating to Basket Tranched Index Credit Linked Notes][Terms related to Basket Tranched Index Exposure]:**

*(Repeat in respect of each Basket Tranched Index Component or use Basket Tranched Index Component Numbering as appropriate)*

*(delete section and renumber if not applicable)*

[[Long][Short] Exposure:]

(liv) Basket Tranched Index Components: The following Basket Tranched Index Component(s) [(k)] (from [k] = 1 to [[k]=[specify]]) will apply:

For [k]=1 Index:[specify]

For [k]=[specify] Index:[specify]

*(repeat as necessary)*

*(See paragraphs 40(i)(d) and (e) above)*

(lviii) Exhaustion Point: For Basket Tranched Index Component [k]=1:[specify]

For Basket Tranched Index Component [k]=[specify]: [specify]

(lix) Component Weighting: For Basket Tranched Index Component

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		[k]=1:[specify]
		For Basket Trunched Index Component [k]=[specify]: [specify]
(lxii)	Determination of Aggregate Loss Percentage:	For Basket Trunched Index Component [k]=[ ] [Zero Recovery][FP Recovery]
<i>(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Basket Trunched Index Exposure, repeat as necessary)</i>		
<b><i>Terms relating to Long/Short Credit Linked Notes:</i></b>		
(lxiii)	Long Exposure:	[specify] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Trunched Linear Basket Exposure] [Non-Trunched Index Exposure] [Trunched Linear Basket Exposure] [Trunched Index Exposure] or [Basket Trunched Index Exposure]
(lxvii)	Short Exposure:	[specify] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Trunched Linear Basket Exposure] [Non-Trunched Index Exposure] [Trunched Linear Basket Exposure] [Trunched Index Exposure] or [Basket Trunched Index Exposure]
(lxviii)	Long Nominal Exposure Percentage:	[specify]
(lxix)	Short Nominal Exposure Percentage	[specify]
(lxvi)	LLM:	[specify] [Not applicable]
(lxvii)	SLM:	[specify] [Not applicable]
(lxviii)	[Determination of Aggregate Loss Percentage:]	[[Zero Recovery][FP Recovery]] ( <i>Delete if Long Exposure or Short Exposure is neither Trunched Index Exposure nor Basket Trunched Index Exposure</i> )
<b>41.</b>	Foreign Exchange (FX) Rate Linked Redemption:	[Applicable][Not applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> <i>(In respect of Credit Linked Notes) [, subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i)	Base Currency:	[specify][Not applicable][For Reference Item[(k)]: [insert]]
(ii)	Subject Currency/Currencies:	[specify][Not applicable][For Reference Item[(k)]: [insert]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
(iii)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

(iv)	Averaging:	<p>[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][see table below]</p> <p>[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]</p>
(v)	[Redemption Date(s)][Redemption Period(s)]:	<p>Valuation Valuation</p> <p>[specify][Not applicable]</p>
(vi)	[Observation Date(s)][Observation Period]:	<p>[specify][Not applicable][See table above]</p> <p>[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]</p>
(vii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	<p>[Applicable [in respect off[specify <i>Subject Currencies to which these provisions apply where there is a Basket</i>]]][Not applicable]</p> <p>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)</p>
(a)	Relevant Screen Page:	<p>[specify][Not applicable]</p>
(b)	Price Source:	<p>[specify]</p>
(c)	Valuation Time:	<p>[specify]</p>
(d)	Disruption Events:	<p>[Price Source Disruption]</p> <p>[Illiquidity Disruption]</p> <p>[Dual Exchange Rate]</p> <p>[General Inconvertibility]</p> <p>[General Non-Transferability]</p> <p>[Material Change in Circumstance]</p> <p>[Nationalisation]</p> <p>(Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto)</p>
(e)	[Specified Maximum Days of Disruption:]	<p>[specify][five][Scheduled Trading Days][Not applicable]</p>
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	<p>[Applicable [in respect off[specify <i>Subject Currencies to which these provisions apply where there is a Basket</i>]]][Not applicable]</p> <p>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)</p>
(a)	Provisions applicable to determining the Settlement Price:	<p>For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and [specify the relevant Subject Currency where more than one</p>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*Subject Currency*]:

EM FX Price Source: [specify]

EM Valuation Time: [specify]

EM Scheduled Trading Day Jurisdiction: [specify]

- (b) EM Disruption Events: [Price Source Disruption]  
[Illiquidity Disruption]  
[Dual Exchange Rate]  
[General Inconvertibility]  
[General Non-Transferability]  
[Material Change in Circumstance]  
[Nationalisation]  
[Price Materiality, where:  
EM Price Materiality Percentage: [specify][3] per cent.  
EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]  
EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)*
- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]  
[EM First Fallback Reference Price, where:  
First Fallback EM FX Price Source: [specify]  
First Fallback EM Valuation Time: [specify]  
First Fallback EM Number of Settlement Days: [specify]]  
[EM Second Fallback Reference Price, where:  
Second Fallback EM FX Price Source: [specify]  
Second Fallback EM Valuation Time: [specify]  
Second Fallback EM Number of Settlement Days: [specify]]  
[EM Valuation Postponement]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (d) EM Maximum Days of Postponement: [specify]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption*

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

		<i>Fallbacks (or components thereof) also apply thereto)</i>
(e)	EM Cumulative Events:	[Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [specify]]  <i>(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)</i>
(f)	EM Number of Settlement Days:	[Two][Zero][specify other] [where SER Settlement Day Centre(s) means [specify]]
(g)	EM Number of Postponement Settlement Days:	[[Two][specify]] [Business Days][EM Settlement Days][specify]
(ix)	Additional Disruption Events:	[Not applicable] [As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i>  [Change in Law: Not applicable]  [Hedging Disruption]  [Increased Cost of Hedging]
(x)	Delayed Redemption on the Occurrence of a Disruption Event:	[Applicable][Not applicable]
<b>42. Reference Item Rate Linked Redemption:</b>		[Applicable][Not applicable]  <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
		[The [Floating][Fixed] Rate Note Provisions shall apply for the purpose of determining the Reference Item Rate on the basis of elections in this paragraph.]  <i>(If more than one Reference Rate is to be determined, include the following language: "Reference Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate)</i>
(i)	Screen-Rate Determination:	[Applicable][Not applicable]  <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
(a)	Reference Item Rate:	[specify period][month][year][LIBOR][EURIBOR][CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify TEC Rate][with a Designated Maturity of [insert years]]
(b)	Valuation Date(s):	[specify]  <i>(e.g. 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 and the second day on which the</i>

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR). Where the Rate of Interest is being used other than for a Floating Rate Note, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes*

- |  |                               |  |
|--|-------------------------------|--|
| (c)  | Valuation Time:               | [specify]<br><br><i>(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)</i>  |
| (d)  | Relevant Screen Page:         | [specify]<br><br><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)</i>  |
| (ii)   | ISDA Determination:           | [Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>  |
| (a)  | Floating Rate Option:         | [specify]  |
| (b)  | Designated Maturity:          | [specify]  |
| (c)  | Reset Date:                   | [specify]  |
| (iii)  | Reference Spread:             | [Reference Item Rate 1 minus Reference Item Rate 2][Not applicable]<br><br><i>[See paragraph [specify][above][below]]</i>  |
| (iv)   | Redemption Date(s)/Period(s): | Valuation [specify][Not applicable]  |
| (v)  | Range Accrual Cut-Off Date:   | [specify][See paragraph [specify][above][below]]   |
| (vi)   | Business Days:                | As used in this item and for the purpose of determining the Reference Item Rate only, " <b>Business Day</b> " means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target Settlement Day][ [a "U.S. Government Securities Business Day", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.)<br><br>[Not applicable] |
| <b>43. Combination Note Redemption:</b><br><br>[Applicable][Not applicable]<br><br><i>(Applicable in relation to Reference Item Notes linked to a combination of types of Reference Items)</i> |                               |  |

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*(If applicable, complete relevant prompts from Paragraphs 35 to 42 above)*

### 44. Provisions applicable to Instalment Notes:

[Applicable][Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

#### (i) Instalment Amounts:

[specify] [per Calculation Amount]

[The Credit Linked Conditions are [not] applicable to the [first, second, etc] Instalment Amount(s)][*Note: include where the Notes are Credit Linked Instalment Notes but where the Instalment Amounts are not subject to the Credit Linked provisions*]]

*(repeat as necessary)*

#### (ii) Instalment Dates:

[specify]

### 45. Provisions applicable to Physical Delivery:

[Applicable][in accordance with Credit Linked Conditions and paragraph [40] above] [where the Issuer has exercised its option to vary settlement pursuant to the application of Variation of Settlement per paragraph 47 below][Not applicable]

*(If not applicable or the Notes are Credit Linked Notes to which Credit Linked Redemption is applicable, delete the remaining sub-paragraphs of this paragraph)*

#### (i) Entitlement Amount:

[Insert formula, relevant value(s) and other related definitions from Payout Condition 4][A nominal amount of the Relevant Asset equal to [specify]] [An amount per Calculation Amount equal to [specify]]

#### (ii) Relevant Asset(s):

[specify]

*(for bonds, include the following as applicable:)*

[ISIN: [specify]]

[Issuer: [specify]]

[Maturity: [specify]]

[Coupon: [specify]]

#### (iii) Unwind Costs:

[Applicable:[specify]][Standard Unwind Costs][Not applicable]

#### (iv) Cut-off Date:

[specify][As specified in General Condition 5(b)]

#### (v) Settlement Business Day(s):

[specify]

#### (vi) Delivery Agent:

[Banco Bilbao Vizcaya Argentaria, S.A.][Dealer][specify] of [specify address]

#### (vii) Assessed Value Payment Amount:

[Applicable][Not applicable]

#### (viii) Failure to Deliver due to Illiquidity:

[Applicable][Not applicable]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

- 46.** Provisions applicable to Partly Paid Notes: [Applicable in accordance with General Condition 6(g)][Not applicable]  
[(The Notes will be subscribed at the Part Payment Amount(s) and on the Part Payment Date(s) specified in paragraph 4 above to the account specified to the noteholders for such purpose by the Paying Agent on behalf of the Issuer. Noteholders shall make available to the Paying Agent the funds [five] Business Days prior to the dates specified in paragraph 4 above.)]  
*(Applicable in relation to Partly Paid Notes)*
- 47.** Variation of Settlement: The Issuer [has][does not have] the option to vary settlement in respect of the Notes as set out in General Condition 5(b)(ii) [The minimum period of notice is [specify]][and][the maximum period of notice is [specify]]
- 48.** Payment Disruption Event: [Applicable][Not applicable]

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 49.** Form of Notes: [Book-Entry Notes: [Uncertificated, dematerialised book-entry form notes (anotaciones en cuenta) registered with Iberclear][other] [as managing entity of the Central Registry][other registry]][other].  
[Bearer Notes:  
[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]]<sup>21</sup>  
[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date]]<sup>22</sup>  
[Permanent Bearer Global Note exchangeable for definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]]<sup>23</sup>  
[Registered Notes:  
[Regulation S Global Note [specify nominal amount] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream,

<sup>21</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

<sup>22</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

<sup>23</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Registered Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Rule 144A Global Note [*specify nominal amount*] registered in the name of a nominee for DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Definitive IAI Registered Notes [*specify nominal amounts*]][Registered Notes in definitive form [*specify nominal amounts*]]]

[CREST Depository Instruments:

CREST Depository Interests ("CREST Depository Interests") representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited ("CREST").]

- |   |  |
|---|--|
| <p>50. New Global Note:<sup>24</sup></p> <p><b>51.</b> a. Financial Centre(s):</p> <p>(ii) Additional Business Centre(s):</p> <p>52. Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):</p> <p>53. Redenomination, renominalisation and reconventioning provisions:</p> <p>54. Prohibition of Sales to EEA Retail Investors:</p> <p>55. Prohibition of Sales to UK Retail Investors:</p> | <p>[Yes][No] (Note that Book-Entry Notes are not New Global Notes)</p> <p>[Not applicable][<i>give details</i>]</p> <p>[Not applicable] [<i>specify</i>](<i>Note that this paragraph relates to the place of payment and not interest period end dates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target</i>)</p> <p>[Yes as the Notes have more than 27 Coupon payments, Talons may be required if, on exchange into definitive form, more than 27 Coupons are still to be made][No]</p> <p>[Not applicable][The provisions in General Condition 8 apply]</p> <p>[<i>Only applicable for Notes denominated in European currency except for Euro</i>]</p> <p>[Applicable][Not applicable]</p> <p>(<i>If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified</i>)</p> <p>[Applicable][Not applicable]</p> <p>(<i>If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be</i>)</p> |
|---|--|

---

<sup>24</sup> You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystenm eligibility".

## **FORM OF FINAL TERMS FOR NON-EXEMPT NOTES**

*specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)*

56. Sales outside EEA and UK only: [Applicable][Not applicable]

### **RESPONSIBILITY**

[The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms and declare that the information contained in these Final Terms is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. *[Insert relevant third party information]* has been extracted from *[specify source]*. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

Signed on behalf of the Guarantor:

By: \_\_\_\_\_

Duly authorised

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

### PART B - OTHER INFORMATION

#### 1 Listing and Admission to Trading

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on [the official list of] [Euronext Dublin] [Nasdaq Stockholm] [Nasdaq Helsinki] [and] [admitted to trading on [the regulated market of] [Euronext Dublin] [Nasdaq Stockholm] [Nasdaq Helsinki] [and] [Taipei Exchange ("TPEx"), which is not a regulated market] [with effect from [the Issue Date] [specify]].

*[TPEx is not responsible for the content of this document and the Base Prospectus and no representation is made by TPEx to the accuracy or completeness of this document and the Base Prospectus and any supplement or amendment thereto. TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this document and the Base Prospectus and any supplement or amendment thereto. Admission to the listing and trading of the Notes on TPEx shall not be taken as an indication of the merits of the Issuer or the Notes. The Notes will be listed and traded on TPEx pursuant to the applicable rules of TPEx]*

(insert specific language required by Stock Exchange/Listing Authority)

*(Indicate in the case of a fungible issue that original Notes are already admitted to trading unless the minimum denomination of the Notes is €100,000 or more (or its equivalent in the relevant currency as at the date of issue) and the Notes are Derivative Securities*

*(Indicate in the case of a fungible issue that original Notes are already admitted to trading unless the minimum denomination of the Notes is €100,000 or more (or its equivalent in the relevant currency as at the date of issue) and the Notes are Derivative Securities*

Estimated of total expense related to admission of trading: [specify]

*(Delete if the minimum denomination is less than €100,000 (or its equivalent in any other currency as at the date of issue) or if the Notes are Derivative Securities)*

#### 2 Ratings

Ratings:

[The Notes have not been rated.]

[The Notes to be issued [[have been][are expected to

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

be]] rated:]

[S&P Global:\*[*specify*]]

[Moody's:\*[*specify*]]

[Other\*]: [*specify*]

*(Please include a brief explanation of the meaning of the above ratings if this has previously been published by the relevant rating provider – this explanation is not required in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue) or where the Notes are not derivative securities for the purposes of the Prospectus Regulation).*

*(Delete the rest of this paragraph 2 unless the Notes are to be listed on a regulated market)*

[[Inserting rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). [As such [[Insert rating agency] 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 relevant non-EU credit rating agency entity] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [Insert the legal name of 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 legal name of relevant non-EU credit rating agency entity] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). The ratings have been endorsed by [insert the legal name of the relevant EU-registered credit rating agency entity] in accordance with CRA Regulation. [Insert the legal name of the relevant EU-registered credit rating agency entity] is established in the European Union and registered under the CRA Regulation. [As such [insert the legal name of the relevant EU-registered 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 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 credit rating agency entity that applied for registration] may be used in the EU by the relevant market participants.]

[[Insert legal name of relevant non-EU credit rating

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*[agency entity]* is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"), but it [[is]/[has applied to be]] certified in accordance with the CRA Regulation [[[EITHER:] and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation] [OR:] although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert the legal name of the relevant non-EU 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 the CRA Regulation].]

[[*Insert the legal name of the relevant credit rating agency entity*] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority [and [*insert the legal name of the relevant 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 non-EU credit rating agency entity*] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). However, the application for registration under the CRA Regulation of [*insert the legal name of the relevant EU credit rating agency entity that applied for registration*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*][, although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert the legal name of the relevant EU 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 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 credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]]<sup>25</sup>]

### 3 Interests of Natural and Legal Persons Involved in the Issue

<sup>25</sup>

Repeat for each credit rating.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*(Description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. This may be satisfied by the inclusion of the following statement:)*

(i) Save for any fee paid to the Dealer (if applicable, such fee shall be as set out in paragraph 4 below) [and/or any fee or other inducement paid to the distributor (if any)], so far as the Issuer is aware no person involved in the offer of the Notes has an interest material to the offer. [For specific and detailed information on the nature and quantity of the fee or inducement paid to the distributor (if any) the investor should contact the distributor.]

*(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 23 of the Prospectus Regulation)*

(ii) Dealer commission [Specify]//[Not applicable]

### 4 [Reasons for the Offer,]<sup>26</sup> Estimated Net Proceeds and Total Expenses<sup>27</sup>

- |       |                           |  |
|-------|---------------------------|--|
| (i)   | [Reasons for the Offer:   | [See "Use of Proceeds" wording in Base Prospectus]<br>[Green Projects][Social Projects][Sustainability Projects][Sustainable Portfolio] [specify] <sup>26</sup>  |
| (ii)  | Estimated net proceeds:   | [specify] <i>(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)</i> |
| (iii) | Estimated total expenses: | [specify] <i>(Include breakdown of expenses into each principal intended "use", presented in order of priority of such "uses")</i>   |

### 5 Yield<sup>28</sup>

- |                      |           |   |
|----------------------|-----------|---|
| Indication of yield: | [specify] | The yield is calculated at the Issue Date on the basis of the Issue Price.][The yield is calculated at the Issue Date by [insert method of yield calculation] on the basis of [insert yield calculation hypothesis]] It is not an indication of future yield. |
|----------------------|-----------|---|

### 6 Historic Rates of Interest - Floating Rate Notes Only<sup>29</sup>

Details of historic [LIBOR][EURIBOR] [specify CMS Rate] rates can be obtained from [Reuters and/or Bloomberg]

### 7 [Performance of [Index][Share][Inflation][Foreign Exchange Rate][ETF][Fund][Reference Entity/Entities][Formula][Reference Item Rate], Explanation of Effect on Value of Investment and Other Information concerning the Underlying ]<sup>30</sup>

*(Need to include details of where past and future performance and volatility of the*

<sup>26</sup> Delete in case the Reason for the Offer are not to be "green", "social" or "sustainability" purposes, or for the "maintenance of a Sustainable Portfolio".

<sup>27</sup> Delete this section for Notes with a denomination of €100,000 or higher (or its equivalent in the relevant currency as at the date of issue) and which are not derivative securities.

<sup>28</sup> Delete this section in the case of Notes which are derivative securities for the purposes of the Prospectus Regulation.

<sup>29</sup> Delete this section in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue).

<sup>30</sup> Required for derivative securities

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*(index/formula/commodity/rates/reference entity/exchange traded fund/fund/other variable can be obtained and a clear and comprehensive explanation.)*

*[Where the underlying is an index, include the name of the index and details of where the information about the index can be obtained.]*

*[Where the underlying is a security, include the name of the issuer of the security and the ISIN or equivalent identification number.]*

*[Where the underlying is a basket of underlying, include the relevant weightings of each underlying in the basket.]*

*[Where the underlying is a Reference Entity or a Reference Obligation, include the name of the Reference Entity, its address, country of incorporation, industry or industries in which the Reference Entity (or the issuer of the Reference Obligation) operates and the name of the market in which its securities are admitted.<sup>31</sup>]*

*(Need to include a description of any market disruption or settlement disruption events that affect the underlying and any adjustment rules in relation to events concerning the underlying (if applicable).)*

*The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]*

## 8 Operational Information

- |        |   |   |
|--------|---|---|
| (i)    | ISIN Code:  | [specify]   |
| (ii)   | Common Code:  | [specify]   |
| (iii)  | CUSIP:  | [specify][Not applicable]   |
| (iv)   | Other Code(s):  | [specify][Not applicable]   |
|        | (a) [Valoren Code:  | [specify][Not applicable]]  |
|        | (b) [CFI: <sup>32</sup>   | [specify][Not applicable]]  |
|        | (c) [FISN: <sup>32</sup>  | [specify][Not applicable]]  |
| (v)    | Any clearing system(s) other than Iberclear, Euroclear, Clearstream Luxembourg and the DTC approved by the Issuer and the Principal Paying Agent and the relevant identification number(s): | [Not applicable][give name(s)][The Notes will also be eligible for CREST via the issue of CREST Depository Interests representing the Notes]  |
| (vi)   | Delivery:   | [Delivery [against][free of] payment] [Not applicable]  |
| (vii)  | Additional Paying Agent(s) (if any):  | [specify][Not applicable]   |
| (viii) | Intended to be held in a manner which would allow Eurosystem eligibility  | [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as Common Safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper,] [include this |

<sup>31</sup> Include when the Reference Entity or the Issuer of the Reference Obligation has securities already admitted to trading on a regulated market, equivalent third country market or SME Growth Market and the Credit Linked Note comprises of a single Reference Entity or Obligation or in case of a pool of Reference Entities or Obligation in which the Reference Entity or the Reference Obligation represents a 20% or more of the pool.

<sup>32</sup> Only to be included if required by the relevant stock exchange for reference data reporting purposes.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*[text for registered Notes]* and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No.][Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

(NB if "yes" selected the bearer Notes must be issued in NGN form)

## 9 DISTRIBUTION

	<b>9.1</b>	Method of distribution:	[Syndicated][Non-syndicated] (if non-syndicated delete paragraph 9.2)
<b>9.2</b>	(i)	If syndicated, names [and addresses] of Managers [and underwriting commitments/quotas (material features):	[Not applicable][give names [and addresses] of each entity acting as underwriter [and its respective underwriting commitments]]  <i>(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. Where not all of the issue is underwritten, please include information about portion not covered)</i>
	(ii)	Date/Description of Subscription Agreement:	[insert details][Not applicable]
	(iii)	Stabilisation Manager(s) (if any):	[Not applicable][give name]
	(iv)	[Total (underwriting and placing commission] <sup>33</sup>	[specify] [•] per cent. of the Aggregate Nominal Amount]
	<b>9.3</b>	If non-syndicated, name [and address] of relevant Dealer:	[Not applicable][give name [and address]]

<sup>33</sup>

Delete this section in the case of Notes with a denomination of €100,000 or more (or its equivalent in the relevant currency as at the date of issue).

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

[The Issuer reserves the right to appoint other distributors during the Offer Period, which will be communicated to investors by means of a notice published as specified in paragraph [specify].]

[No underwriting commitment is undertaken by the Distributor.]

**9.4** [U.S. Selling Restrictions<sup>34</sup>:] [The Notes are only for offer and sale outside the United States in offshore transactions to persons that are not U.S. persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person.

Each initial purchaser of the Notes and each subsequent purchaser or transferee of the Notes shall be deemed to have agreed with the issuer or the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such Securities so purchased 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 and (ii) it is not purchasing any Securities for the account or benefit of any U.S. person.]

(*include the preceding two paragraphs for issuance of Bearer Notes pursuant to Regulation S*)

[No Notes may be offered, sold, pledged, or otherwise transferred except (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that has become effective under the Securities Act of 1933, as amended (the "Securities Act"), (iii) to a "Qualified Institutional Buyer" (within the meaning of Rule 144A under the Securities Act ("Rule 144A")) in compliance with Rule 144A, who is also a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "1940 Act") and the rules and regulations thereunder ("QP"), (iv) to a person that is not a U.S. person in an offshore transaction complying with the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act or (v) pursuant to an exemption from registration under the Securities Act (if available).]

(*include the preceding paragraph for issuance of Registered Global Notes by BBVA Global Markets B.V. pursuant to Rule 144A*)

[No Notes may be offered, sold, pledged, or otherwise transferred except (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that

<sup>34</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

has become effective under the Securities Act of 1933, as amended (the "Securities Act"), (iii) to a "Qualified Institutional Buyer" (within the meaning of Rule 144A under the Securities Act ("Rule 144A")) in compliance with Rule 144A, (iv) to a person that is not a U.S. person in an offshore transaction complying with the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act or (v) pursuant to an exemption from registration under the Securities Act (if available).]

*(include the preceding paragraph for issuance of Registered Global Notes by BBVA Global Securities B.V. pursuant to Rule 144A)*

Reg. S Compliance Category [2]; [TEFRA D][TEFRA C][TEFRA not applicable] (NB: *Notes which will be represented by CREST Depository Interests to be TEFRA C*)

[The Notes are Specified Securities (within the meaning of Section 6045(g)(3)(B) of the United States Code] *(Include where necessary for the purposes of the HIRE Act)*<sup>35</sup>

**9.5** U.S. "Original Issue Discount" Legend<sup>36</sup>: [Not applicable] [FOR PURPOSES OF ORIGINAL ISSUE DISCOUNT RULES UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986, THIS NOTE HAS ORIGINAL ISSUE DISCOUNT OF [currency][amount] PER EACH [currency][amount] OF NOMINAL AMOUNT OF THIS NOTE; THE ISSUE PRICE OF THIS NOTE IS [currency][amount]; THE ISSUE DATE IS [date]; AND THE YIELD TO MATURITY (COMPOUNDED [semi-annually]) IS [yield].]

*(include the preceding legend if the Notes are to be issued pursuant to Rule 144A and are issued with an "original issue discount" for U.S. federal income tax purposes).*

**9.6** Non-Exempt Offer: [Applicable] [Not Applicable] *(if not applicable, delete the remaining placeholders of this paragraph 9.6 and also paragraph 10 below).*

Non-exempt Offer Jurisdictions:

*[specify Relevant State(s) where the Issuer intends to make Non-exempt Offers (where the Base Prospectus lists the Non-exempt Offer Jurisdictions, select from that list), which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]*

Offer Period:

*[specify date] until [specify date or a formula such as "the Issue Date" or "the date which falls [specify] Business Days thereafter"]*

<sup>35</sup> To be considered if necessary. Might become necessary if there is an equity linked note issued that references a U.S. equity.

<sup>36</sup> In no event Notes to be offered or sold in the United States will be Book-Entry Notes

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it:

[Insert names and addresses of financial intermediaries/ Authorised Offeror receiving consent (specific consent)]

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified / passported.)

### 10 Terms and Conditions of the Offer<sup>37</sup>

[Applicable][Not applicable] [specify] (If not applicable, delete the remaining sub-paragraphs of this paragraph) [The Notes will be offered to the public in each Non-exempt Offer Jurisdictions in accordance with the arrangements listed below.]

**10.1** Offer Price: [Not applicable][See 10.11 below][give details]

**10.2** [Conditions to which the offer is subject:]

[Offers of the Notes are conditional on their issue and are subject to such conditions as are set out in the [Distribution Agreement], As between Dealers and their customers (including Authorised Offerors) or between Authorised Offerors and their customers offers of the Notes are further subject to such conditions as may be agreed between them and/or as is specified in any arrangements in place between them.]

**10.3** [Description of the application process]:

**10.4** [Details of the minimum and/or maximum amount of application]:

**10.5** [Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]

**10.6** [Details of the method and time limits for paying up and delivering the Notes:]

[Not applicable][give details]  
(NB: Under normal circumstances, on the Issue Date, allocated Notes will be made available to the Dealer(s)/Authorised Offerors in such account as may be held by them directly or indirectly at Euroclear or Clearstream Luxembourg.)

<sup>37</sup>

Delete in respect of Notes with a denomination of at least €100,000 (or equivalent in another currency)

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

<b>10.7</b>	[Manner in and date on which results of the offer are to be made public:]	[Not applicable][give details] <i>(If applicable (i) specify date on which the final size of the issue will be made public and (ii) insert specific details in respect of the method of publication (including, where relevant, details of any advertisements to be published).)</i>
<b>10.8</b>	[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not applicable][give details]
<b>10.9</b>	[Whether tranche(s) have been reserved for certain countries:]	[Not applicable][give details]
<b>10.10</b>	Indication of the expected price at which the Notes will be offered or the method of determining the price and the process for its disclosure:	[Not applicable] [The Issuer had offered and will sell the Notes to the Dealer(s) (and no one else) at the Issue Price of [specify] [less a total commission of [specify]]. The Dealer(s) and Authorised Offerors will offer and sell the Notes to their customers in accordance with the arrangements in place between each such Dealer and its customers (including the Authorised Offerors) or each such Authorised Offeror and its customers by reference to the Issue Price and the market conditions prevailing at the time.]
<b>10.11</b>	[Process for notification to applications of the amount allotted and the indication whether dealing may begin before notification is made:]	[Not applicable][give details]  [Prospective Noteholders will be notified by the relevant Dealer(s) and Authorised Offeror in accordance with the arrangements in place between such Dealer(s) or Authorised Offeror and its customers. Any dealing in the Notes, which take place will be at the risk of the prospective Noteholders.]
<b>10.12</b>	[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not applicable][give details]
<b>10.13</b>	[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.]	[The Authorised Offerors are identified in 9.6 above and identifiable from the Base Prospectus]/[None]/[give details].

### **11 [Benchmark Regulation]**

[[Include if applicable: Amounts payable under the Notes may be calculated by reference to [specify]

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

*benchmark], which is provided by [administrator legal name]] [repeat as necessary]. As at the date of these Final Terms, [administrator legal name] [does/do] not appear (each a "Non-registered Administrator") and [administrator legal name] [does/do] appear in the register of administrators and benchmarks established and maintained by European Securities and Markets Authority ("ESMA") pursuant to Article 36 of the Benchmark Regulation.*

As far as the Issuer is aware each Non-Registered Administrator is either not required to be authorised or registered by virtue of (i) Article 2 of the BMR; or (ii) the transitional provisions in Article 51 of the BMR , as applicable, such that each Non-Registered Administrator is not currently required to obtain authorisation or registration (or, if located outside the European Union or the United Kingdom, recognition, endorsement or equivalence).]]<sup>38</sup>

### 12 [Index/Other Disclaimer]<sup>39</sup>

[The Notes are not sponsored, recommended, endorsed, sold or promoted by the Index or the Index Sponsor. The Index Sponsor does not make any representations, whether express or implied, regarding the results to be obtained from using their Index or the level at which an Index may stand at any particular time or any particular date or otherwise, nor its suitability. Further, the Index Sponsor will not have any liability (whether in negligence or otherwise) for any inaccuracy in the data on which the Index is based, for any mistakes, errors, or omissions in the calculation and/or dissemination of the Index, or for the manner in which it is applied in the Notes or the offering thereof. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. None of the Issuer 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, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

*(Insert unless the relevant Index has a bespoke disclaimer, in which case, substitute for such bespoke disclaimer)*

#### IHS Markit Index Disclaimer

The Index Annex which is specified in these Final Terms in relation to the Notes (for the purposes of this disclaimer only, a "**Credit Index**"), is the property of Markit Indices Limited (the "**Index Sponsor**") and has been licensed for use in connection with the Notes. Each of the Noteholders acknowledges and agrees that the Notes are not sponsored, endorsed, or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of the merchantability or fitness for a particular purpose or use), with respect to the Credit Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Credit Index or any data included therein, the results obtained from the use of the Credit Index and/or the composition of the Credit Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Credit Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Credit Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein. The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of purchasing or selling the Notes, the ability of the Credit Index to track relevant markets' performances, or otherwise relating to the Credit Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Credit Index. No party purchasing or selling the Notes, nor the Index Sponsor shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Credit Index. "**iTraxx®**", "**Markit iTraxx® Europe**" and any other Index using the title "**Markit**

<sup>38</sup> Delete this section 11 if Benchmark Regulation is not applicable.

<sup>39</sup> Delete this section 12 if not required

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

**iTraxx® Europe**" are service marks of Markit Indices Limited and have been licensed for use by the Issuer.]

[[The Issuer is only offering to and selling to the Dealer(s) pursuant to and in accordance with the terms of the [Programme Agreement]. All sales to persons other than the Dealer(s) will be made by the Dealer(s) or persons to whom they sell, and/or otherwise make arrangements with, including the Financial Intermediaries. The Issuer shall not be liable for any offers, sales or purchase of Notes by the Dealer(s) or Financial Intermediaries in accordance with the arrangements in place between any such Dealer or any such Financial Intermediary and its customers.]

[[Each [of] the Dealer(s) has acknowledged and agreed, and any Financial Intermediary will be required by the Dealer(s) to acknowledge and agree, that for the purpose of offer(s) of the Notes, the Issuer has passported the Base Prospectus in each of the Non-exempt Offer Jurisdictions and will not passport the Base Prospectus into any other Relevant State; accordingly, the Notes may only be publicly offered in Non-exempt Offer Jurisdictions or offered to Qualified Investors (as defined in the Prospectus Regulation) in any other Relevant State and that all offers of Notes by it will be made only in accordance with the selling restrictions set forth in the Prospectus and the provisions of these Final Terms and in compliance with all applicable laws and regulations.]<sup>40</sup>].

[Financial intermediaries seeking to rely on the Base Prospectus and any Final Terms to resell or place Notes as permitted by article 5 of the Prospectus Regulation must obtain prior written consent from the Issuer and the Guarantor; nothing herein is to be understood as a waiver of such requirement for prior written consent.]<sup>41</sup>

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<sup>40</sup> Delete unless for a public offer

<sup>41</sup> Delete in respect of Notes with a denomination of at least €100,000 (or equivalent in another currency)

## **SUMMARY OF NOTES**

### **SUMMARY OF NOTES**

*[Insert completed summary for the Notes, unless minimum denomination is equal to or greater than €100,000 (or its equivalent in any other currency)]*

## **FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES**

### **FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES**

*Set out below is the form of Pricing Supplement for Exempt Notes which will be completed for each Tranche of Notes issued under the Programme.<sup>1</sup>*

#### **NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF THE NOTES DESCRIBED BELOW**

[Date]

#### **[BBVA GLOBAL MARKETS B.V.**

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)*

*(as "Issuer")*

*Legal Entity Identifier ("LEI"): 213800L2COK1WB5Q3Z55]<sup>2</sup>*

#### **[BBVA GLOBAL SECURITIES B.V.**

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)*

*(as "Issuer")*

*Legal Entity Identifier ("LEI"): 7245002K0ECNIA1YTU43]<sup>3</sup>*

*Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] (the "Notes")*

*under the €4,000,000,000*

*Structured Medium Term Note Programme*

*[Rule 144A Notes]<sup>4</sup>[3(a)(2) Notes]<sup>5</sup>*

*guaranteed by*

#### **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.[, NEW YORK BRANCH]<sup>6</sup>**

*(incorporated with limited liability in Spain)*

*(as "Guarantor")*

*[The Notes are not intended to be offered, distributed or sold to any investor in the European Economic Area ("EEA") or the United Kingdom (the "UK"), and no person may offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Listing Particulars as completed by these Pricing Supplement to any investor in the EEA or in the UK.]<sup>7</sup>*

*[The Notes are not intended to be offered, distributed or otherwise made available to any investor classified as retail investor in the jurisdiction where the Notes are intended to be offered or otherwise made available.]*

*[These Notes are not intended for, and are not to be offered to, the public in any jurisdiction of the European Economic Area or in the United Kingdom. Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or the Dealer to publish a prospectus*

<sup>1</sup> Delete when completing the Pricing Supplement.

<sup>2</sup> Insert for Notes issued by BBVA Global Markets B.V.

<sup>3</sup> Insert for Notes issued by BBVA Global Securities B.V.

<sup>4</sup> Insert for Rule 144A Notes only.

<sup>5</sup> Insert for 3(a)(2) Notes only.

<sup>6</sup> Insert for 3(a)(2) Notes only.

<sup>7</sup> Insert where the Notes are going to be sold only outside the EEA and the UK.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

pursuant to [either of] [Article 3 of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”)] [or] [section 85 of the FSMA] or to supplement a prospectus pursuant to [either of] [Article 23 of the Prospectus Regulation] [or] [Article 23 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”)], in each case, in relation to such offer.]<sup>8</sup>

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Consistent with the foregoing paragraph,] the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to [any investor in the EEA, including for such purposes,]<sup>9</sup> any retail investor, in the European Economic Area (“EEA”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation. For the purposes of this provision, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended “**MiFID II**”); (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”).

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** - [Consistent with the foregoing paragraph[s],] The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to [any investor in the UK, including for such purposes,]<sup>10</sup> any retail investor in the United Kingdom (“UK”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation. For the purposes of this provision, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.]

[The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA other than in accordance with Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) and in each case in accordance with the additional requirements (if any) of the national competent authority in the Member State of EEA (the “**Relevant State**”). Pursuant to the PRIIPs Regulation, any Relevant State may require the ex-ante notification of the key information document (the “**KID**”) to the competent authority for PRIIPs marketed in that Relevant State (a “**Notification State**”). The Notes should not be offered, sold or otherwise made available to any retail investor in any such Notification State unless all relevant requirements in such Notification State have been first complied with. Where the Notification State requires a KID to be provided in a particular language, to the extent that BBVA has not already prepared a KID in such language, the Notes should not be offered, sold or otherwise made available to any retail investor in any such Notification State unless a KID has been prepared by Banco Bilbao Vizcaya Argentaria, S.A. in the relevant language. Responsibility for compliance with any ex-ante notification and any ongoing regulatory obligation in respect of such KID in such Notification State shall lie solely with the person offering, selling or otherwise making the Notes available in the Notification State. For these purposes, a “retail investor” means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify

<sup>8</sup> Insert where no public offer (in accordance with the Prospectus Regulation or UK Prospectus Regulation) is intended in EEA or in the UK.

<sup>9</sup> Include wording in brackets if Issuer wishes to prohibit offers to any investors in the EEA i.e. where the Notes are going to be sold only outside the EEA.

<sup>10</sup> Include wording in brackets if Issuer wishes to prohibit offers to any investors in the UK i.e. where the Notes are going to be sold only outside the UK.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended.]<sup>11</sup>

**[MIFID II PRODUCT GOVERNANCE TARGET MARKET –** Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,][ and] professional clients [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "MiFID II")][MiFID II]; and [(ii) all channels for distribution of the Notes are appropriate]/ [ii] the following channels for distribution of the Notes are appropriate: [investment advice][, and] [portfolio management][, and][ non advised sales ][and pure execution services] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][, and] [portfolio management][, and][ non advised sales ][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]].]<sup>12</sup>

**[UK MIFIR PRODUCT GOVERNANCE TARGET MARKET:** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,] as defined in as defined in the FCA Handbook Conduct of Business Sourcebook, [and] professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018[ and] [and retail clients], as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); and [(ii) all channels for distribution of the Notes are appropriate]/ [ii] the following channels for distribution of the Notes are appropriate: [investment advice][, and] [portfolio management][, and][ non advised sales ][and pure execution services] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][, and] [portfolio management][, and][ non advised sales ][and pure execution services] [, subject to the distributor's suitability and appropriateness obligations under FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") or MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the UK MiFIR Product Governance Rules or MiFID II, as the case may be, is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) in the case of a distributor subject to the UK MiFIR Product Governance Rules) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under the UK MiFIR Product Governance Rules or MiFID II, as applicable]]

[The Base Listing Particulars referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area or in the United Kingdom (each, a "Relevant State") will be made pursuant to an exemption under the Regulation (EU) 2017/1129 (as amended, the "Prospectus Regulation") from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. None of the Issuer, the Guarantor and any Dealer has authorised, nor does any of them authorise, the making of any offer of Notes in any other circumstances.]

[The Notes and the guarantee thereof are offered pursuant to an exemption from registration under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), provided by Section 3(a)(2) of the Securities Act.

<sup>11</sup> Insert as necessary, where the product is a PRIIP for sale in the EEA for which a KID will be prepared.

<sup>12</sup> Delete where notes are sold wholly outside EEA an UK.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

The Notes are not deposits or savings accounts and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency of the United States or any other jurisdiction.]<sup>13</sup>

### PART A - CONTRACTUAL TERMS

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Base Listing Particulars [as supplemented by the supplement[s] dated [date/s]] (the "**Base Listing Particulars**"). Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Listing Particulars. Copies of the Base Listing Particulars [as so supplemented] have been published on the website of the Guarantor ([www.bbva.com](http://www.bbva.com)) and the exchange where the Notes are admitted to listing and trading.

Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions of the Notes (and, together with the applicable Annex(es), the "**Conditions**") set forth in the Base Listing Particulars dated [original date] [and the supplement dated [date]] which are incorporated by reference in the Base Listing Particulars.

[The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and the Notes may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person. Furthermore, the Notes do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the U.S. Commodity Exchange Act, as amended (the "**CEA**"), and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission (the "**CFTC**") pursuant to the CEA, and no U.S. person may at any time trade or maintain a position in the Notes. For a description of the restrictions on offers and sales of the Notes, see "*Subscription and Sale and Transfer and Selling Restrictions*" in the Base Prospectus.

As used herein, "**U.S. person**" includes any "**U.S. person**" or person that is not a "**non-United States person**" as either such term may be defined in Regulation S or in regulations adopted under the CEA.]<sup>14</sup>

[The Notes documented in this Pricing Supplement may be considered structured products in Switzerland pursuant to Article 70 the Swiss Financial Services Act of 15 June 2018 ("**FinSA**"); they are not collective investment schemes within the meaning of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("**CISA**"). Accordingly, they are not subject to the supervision of the Swiss Financial Market Supervisory Authority, FINMA and potential investors do not benefit from the specific investor protection provided under the CISA. Investors bear the credit risk of the Issuer and the Guarantor. The Notes documented in this Pricing Supplement are not being offered, sold or advertised, directly or indirectly, in, into or from Switzerland to retail clients (*Privatkundinnen und -kunden*) ("**Retail Clients**") pursuant to Article 4 para. 2 FinSA. Neither this Pricing Supplement nor any offering materials relating to the Notes may be available to Retail Clients in or from Switzerland. The offering of the Notes directly or indirectly, in, into or from Switzerland is only made by way of private placement by addressing the Notes solely at investors classified as professional clients (*professionelle Kunden*) or institutional clients (*institutionelle Kunden*) ("**Professional or Institutional Clients**") as defined in the FinSA.]<sup>15</sup>]<sup>16</sup>

*Include whichever of the following apply or specify as "Not applicable". Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Pricing Supplement. Where the context so permits, Terms in this Pricing Supplement may be attributed a numerical or letter suffix value when included hereon. Without limitation, the suffix can be denoted*

<sup>13</sup> Insert for 3(a)(2) Notes only.

<sup>14</sup> Include for Notes that have been determined to be permanently prohibited from being offered, sold, resold, transferred, pledged or delivered in the United States or to a U.S. person. In no event Notes to be offered or sold in the United States will be Book-Entry Notes.

<sup>15</sup> Please note that it would also be possible to benefit from such a private placement exemption if (a) the offer is made to less than 500 Retail Clients, (b) if the denomination of the Notes is at least CHF 100'000, (c) if the Notes may only be purchased by investors investing at least CHF 100'000 or (d) if the offer does not exceed the cap of CHF 8'000'000 (over a 12 months period). In the event that the issuer would benefit from such other exemption, please adjust the wording accordingly. For Exempt Notes, it would not be possible to recognise the Programme under the rules of the FinSA and, therefore, such Notes could not be offered in Switzerland in a way that triggers a prospectus requirement under the FinSA.

<sup>16</sup> Delete where no offer into Switzerland is intended.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*as "j", "k", "m", "q", "n", "t" or "i" and the term may be completed on the basis of the number or numbers represented by j, k, m, q, n, t or i, as chosen at the time of an issue of Notes. When applicable and in order to improve the reading and intelligibility of the formula(e) in the Pricing Supplement, the applicable suffixes may be included, completed and explained and may be presented as a table, if necessary, in the Pricing Supplement. Where the Pricing Supplement specify that a table may be inserted, such table will set out amounts, entities, dates, items, rates, value levels, triggers, figures and other information which completes the definitions that appear in the relevant subparagraphs of the Pricing Supplement, the Terms and Conditions of the Notes and the applicable Annex(es) to the Terms and Conditions of the Notes.<sup>17</sup>*

- |           |  |  |
|-----------|--|--|
| <b>1.</b> | <ul style="list-style-type: none"> <li>(i) Issuer:</li> </ul>  | [BBVA Global Markets B.V. (NIF: N0035575J)][BBVA Global Securities B.V. (NIF: N0074943B)]  |
|           | <ul style="list-style-type: none"> <li>(ii) Guarantor:</li> </ul>  | [Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169)][Banco Bilbao Vizcaya Argentaria, S.A. (NIF: A48265169), acting through its New York Branch]   |
|           | <ul style="list-style-type: none"> <li>(iii) Principal Paying Agent:</li> </ul>  | [Banco Bilbao Vizcaya Argentaria, S.A. ][Deutsche Bank AG, London Branch][ <i>specify</i> ]  |
|           | <ul style="list-style-type: none"> <li>(iv) Registrar:</li> </ul>  | [Deutsche Bank Luxembourg, S.A.][Deutsche Bank Trust Company Americas][Not applicable][Banco Bilbao Vizcaya Argentaria, S.A.][ <i>specify</i> ]  |
|           | <ul style="list-style-type: none"> <li>(v) Transfer Agent:</li> </ul>  | [Banco Bilbao Vizcaya Argentaria, S.A. ][Deutsche Bank Luxembourg, S.A.][Deutsche Bank Trust Company Americas][Not applicable][ <i>specify</i> ]   |
|           | <ul style="list-style-type: none"> <li>(vi) Calculation Agent:</li> </ul>  | [Banco Bilbao Vizcaya Argentaria, S.A.][ <i>specify name</i> ]   |
| <b>2.</b> | <ul style="list-style-type: none"> <li>(i) Series Number:</li> </ul>   | [ <i>specify</i> ]   |
|           | <ul style="list-style-type: none"> <li>(ii) Tranche Number:</li> </ul>   | [ <i>specify</i> ]   |
|           | <ul style="list-style-type: none"> <li>(iii) Date on which the Notes will be consolidated and form a single Series:</li> </ul> | The Notes will be consolidated and form a single Series with [ <i>identify earlier Tranches</i> ] on [the Issue Date][exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 49 below, which is expected to occur on or about [ <i>date</i> ]]][Not applicable] |
|           | <ul style="list-style-type: none"> <li>(iv) Applicable Annex(es):</li> </ul>   | [Not applicable]<br><br>[Annex 1: Payout Conditions]<br><br>[Annex 2: Index Linked Conditions]<br><br>[Annex 3: Equity Linked Conditions]<br><br>[Annex 4: ETF Linked Conditions]<br><br>[Annex 5: Fund Linked Conditions]   |

<sup>17</sup>

Remove guidance notes in italics when preparing Pricing Supplement.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[Annex 6: Inflation Linked Conditions]

[Annex 7: Foreign Exchange (FX) Rate Linked Conditions]

[Annex 8: Credit Linked Conditions]

(More than one Annex may apply.)

### 3. Specified Notes Currency or Currencies:

[specify] [(the "SER Subject Currency") for the purpose of the Specified Denomination and calculations [and payments other than those to which the Settlement Exchange Rate Provisions are specified to apply;] and (payments [to which the Settlement Exchange Rate Provisions are specified to apply] shall be made in [specify] (the "Settlement Currency").]

[In respect of which payments to which the Settlement Exchange Rate Provisions and the SER Intermediated Currency Requirements are specified to apply, the "SER Intermediate Currency" is [specify].]

#### (i) UVR Inflation-Adjusted Notes<sup>18</sup>:

[Applicable][Not applicable]

#### (ii) UVR Equivalent of Aggregate Nominal Amount/Specified Denomination(s)/Calculation Amount as of the [Issue Date][specify]:

The [Aggregate Nominal Amount is equal to UVR [specify]]

The [Specified Denomination is equal to UVR [specify]]

[Calculation Amount is equal to UVR [specify]] [all these based on the UVR rate of [specify] in effect as of the [Issue Date]][specify].

#### (iii) Specified Number of COP/UVR Business Days:

[specify]

#### (iv) Initial UVR:

[specify]

#### (v) Floored UVR Index:

[Not applicable][Applicable, for the purpose of determining [the Final Redemption Amount only][all payments]

### 4. Aggregate Nominal Amount:

#### (i) Series:

[specify]

[The Notes are Partly Paid Notes] [see paragraph 46 below]

(For Partly Paid Notes, specify the dates and amounts for the payment of aggregate nominal amount)

[Part Payment Date(s) (s)]	Part Payment Amount [specify]
-------------------------------	----------------------------------

#### (ii) Tranche:

[specify]

<sup>18</sup>

Delete if not applicable

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

5. Issue Price: [specify] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)] [payable as set out in paragraph 4(i) above] [converted into the Settlement Currency at the Initial SER, being [specify amount] in respect of the Aggregate Nominal Amount where "Initial SER" means [specify]]
6. (i) Specified Denomination(s): [specify]  
(ii) Minimum Tradable Amount: [specify][Not applicable]  
(iii) Calculation Amount: [specify](*Insert the following in the case of Instalment Notes:*) [(the "Original Calculation Amount") minus, for the purposes of any calculation by reference to the Calculation Amount on any day, the sum of the Instalment Amounts paid prior to the relevant day [save for the purposes of calculation of any [Interest Amount][Final Redemption Amount][Early Redemption Amount][Automatic Early Redemption Amount][Optional Redemption Amount][Entitlement Amount] [[payable][deliverable] on [specify]]][for which purpose the Original Calculation Amount will apply] [Not applicable]])]  
(*Insert the following in the case of Partly Paid Notes:* [To the extent the Notes are not fully paid up, the Calculation Amount and any amounts specified per Calculation Amount shall be proportionately reduced])  
(*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.*)  
(*Where the Credit Linked provisions are not applicable to the [first, second etc] Instalment Amounts then the Original Calculation Amount minus the sum of such [first, second etc] Instalment Amounts should be used for the purposes of the Credit Linked provisions in paragraphs 10 and 29. Where the Credit Linked provisions apply to a portion of the Notes not subject to redemption by Instalments and /or for a specified period of time then such portion and/or specified period should be used for the purposes of the Credit Linked provisions and specified in paragraphs 10 and 29)*
7. (i) Issue Date: [specify]  
(ii) Interest Commencement Date: [specify][Issue Date][Not applicable]  
(*An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)  
(iii) Trade Date: [specify]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

8. Maturity Date: [The Interest Payment Date falling on or nearest to] [specify][or if that is not a Business Day the immediately [succeeding][preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [specify] [(the "**Scheduled Maturity Date**")][or such [later] date for redemption determined as provided in the [[ETF Linked][Fund Linked][Credit Linked] [FX Linked] Conditions] [but subject to Credit Linked Condition 1(g)]] [or, in all circumstances if applicable, such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Payout Condition 6]]
9. Interest Basis: [Not applicable][Applicable]  
(See Paragraph 16 below)  
(*Where applicable specify one or more of the following*) [per cent.] [per annum] [Fixed Rate]  
[Interest Leverage Multiplier: [specify]]  
[[LIBOR][EURIBOR][specify CMS Rate][specify] +/- [specify] per cent.] Floating Rate] [Interest Leverage Multiplier: [specify]]  
[Specified Interest Amount] (See paragraph 19 below)  
[Zero Coupon]  
[Reference Item Linked Interest:  
(*specify one or more of the following*)  
[Index Linked Interest]  
[Equity Linked Interest]  
[ETF Linked Interest]  
[Fund Linked Interest]  
[Inflation Linked Interest]  
[Foreign Exchange (FX) Rate Linked Interest]  
[Credit Linked Interest]  
[Reference Item Rate Linked Interest]  
[Combination Interest][Interest Leverage Multiplier: [specify]]  
[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate] [only in the specific circumstances set out in the Interest Rate Payout Formula]]
10. Redemption Basis: [Redemption at [par][specify][see paragraph 29 (Final

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[Redemption Amount:) below]

[Index Linked Redemption]

[Equity Linked Redemption]

[ETF Linked Redemption]

[Fund Linked Redemption]

[Inflation Linked Redemption]

[Foreign Exchange (FX) Rate Linked Redemption]

[Credit Linked Redemption]

[Reference Item Rate Linked Redemption]

[Combination Redemption]

[Instalment] (See paragraph 44 below)

[and converted into the Settlement Currency by reference to the applicable Settlement Exchange Rate]  
[only in the specific circumstances set out in the Final Payout Formula]

(See paragraph 13 below)

[subject to Variation of Settlement, (see paragraph 47 below)]

**11.** Reference Item(s):

[specify] [See paragraph [specify] [Index][Basket of Indices][Share][Basket of Shares][Index][Indices][ETF][ETFBasket][Fund][Fund Basket][Subject Currency][Subject Currencies] Reference Item Rate][Reference Spread][Reference Entity(es)] below]  
*(Repeat if necessary)*

[Not applicable]

**12.** Put/Call Options:

[Not applicable]

[Noteholder Put Option]

[Issuer Call Option]

[(see paragraph[s] [32][33] below)]

**13.** Settlement Exchange Rate Provisions:

[Not applicable][Applicable][in respect of][all payments][payments of [interest][principal]only][only those payments to which these Settlement Exchange Rate Provisions are specified to apply]]

[(See paragraph[s] [specify] below)]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(i) SER Intermediate Currency Requirements:	[Not applicable][Applicable[in respect of][all payments][payments of [interest][principal]only]][only those payments to which these Settlement Exchange Rate Provisions and these SER Intermediate Currency Requirements are specified to apply]]
	Second Settlement Exchange Rate means [specify] SER Intermediate Currency means [specify]
(ii) Settlement Exchange Rate:	[Specify rate]  (if a pre-determined fixed rate applies then delete the remaining subparagraphs of this paragraph).
(iii) SER Valuation Date(s):	[specify] [SER Scheduled Trading Days prior to the [scheduled] [specify each payment date]]  (where different SER Valuation Dates apply to different payment dates, specify in respect of each applicable payment date)
(iv) Provisions applicable to determining the Settlement Exchange Rate:	For the purpose of the definition of Settlement Exchange Rate in Payout Condition 6.3:  SER Price Source: [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]  SER Valuation Time: [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]  SER Settlement Day Centre(s): [in respect of the Settlement Exchange Rate:] [specify] [as per Payout Condition 6.3]
(v) SER Disruption Events:	[Price Source Disruption]  [Illiquidity Disruption]  [Dual Exchange Rate]  [General Inconvertibility]  [General Non-Transferability]  [Material Change in Circumstance]  [Nationalisation]  [Price Materiality, where:  SER Price Materiality Percentage: [specify][3] per cent.  SER Primary Rate: [specify][The rate

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- determined as set out in the definition of Settlement Exchange Rate]
- SER Secondary Rate: [specify][SER First Fallback Reference Price [and]][SER Second Fallback Reference Price]]
- [as per Payout Conditions 6.1 and 6.2]
- [Not applicable]
- (vi) SER Scheduled Trading Day [specify] [as per Payout Condition 6.3]
- City/Cities:
- (vii) SER DisruptionFallbacks (for Price Source Disruption and Price Materiality only):
- [The following Disruption Fallbacks apply in the following order:  
[Valuation Postponement]  
SER Number of Postponement Settlement Days: [[Two][specify]] [Business Days][SER Settlement Days] [specify]  
SER Maximum Days of Postponement: [specify]  
[First Fallback Reference Price, where:  
SER First Fallback Price Source: [specify]  
SER First Fallback Valuation Time: [specify]  
SER First Fallback Number of Settlement Days: [specify]]  
[Second Fallback Reference Price, where:  
SER Second Fallback Price Source: [specify]  
SER Second Fallback Valuation Time: [specify]  
SER Second Fallback Number of Settlement Days: [specify]]  
[Calculation Agent Determination] (*specify fallbacks required and arrange order in which to be applied*)  
[as per Payout Condition 6.3]  
[Not applicable]
- (viii) SER Cumulative Events:
- [Not applicable][Applicable and Maximum Cumulative Days of Postponement means [specify]]  
[as per Payout Condition 6.1]
- (ix) SER Number of Settlement Days:
- [Two][Zero][specify other] [where SER Settlement Day Centre(s) means [in respect of the Settlement Exchange Rate:] [specify] [and in respect of the Intermediate Exchange Rate: [specify]]]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		[as per Payout Condition 6.3]
(x)	SER Additional Disruption Event:	<i>(Specify each of the following which applies)</i> [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]
		[as per Payout Condition 6.2]
<b>14.</b>	<b>Knock-in Event:</b>	[Not applicable][Applicable: Knock-in Value is [greater than][greater than or equal to][less than][less than or equal to] the Knock-in Barrier][[within][outside] the Knock-in Range] <i>(Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-in Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
		[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-in Barrier]
		<i>(Insert for Reference Item Linked Notes)</i>
(i)	Knock-in Value:	[insert definition from Payout Condition 5.1]
(ii)	Knock-in Barrier:	[specify value or percentage]
(iii)	Knock-in Range:	From and [including][excluding] [specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, barrier etc] [Not applicable]
(iv)	Knock-in Determination Day(s):	[specify][Each Scheduled Trading Day in the Knock-in Determination Period][Not applicable]
		[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply.]
(v)	Knock in Determination Period:	[specify][Not applicable]
(vi)	Knock-in Period Beginning Date:	[specify]][Not applicable]
(vii)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(viii)	Knock-in Period Ending Date:	[specify][Not applicable]
(ix)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Applicable][Not applicable]
(x)	Knock-in Valuation Time:	[specify][Scheduled Closing Time][Any time on a Knock-in Determination Day][Not applicable]
<b>15.</b>	<b>Knock-out Event:</b>	[Not applicable][Applicable: The Knock-out Value is [(i)][greater than][greater than or equal to][less than][less than or equal to] [the Knock-out [Barrier] [within][outside] the Knock-out Range]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*(Only applicable if a payment to be made in respect of the Notes is subject to a condition precedent that a Knock-out Event has occurred. If not applicable, delete the remaining sub-paragraphs of this paragraph)*

[The Reference Item Rate [1][2] is [greater][less] than [or equal to] the Knock-out Barrier]

*(Insert for Reference Item Linked Notes)*

- |   |  |
|---|--|
| (i) Knock-out Value:  | [insert definition from Payout Condition 5.1]  |
| (ii) Knock-out Barrier:   | [specify value or percentage]  |
| (iii) Knock-out Range:  | From and [including][excluding] [specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc] [Not applicable] |
| (iv) Knock-out Determination Day(s):  | [[From and including][From and excluding][To and including][To but excluding][specify]]<br><br>[specify][Each Scheduled Trading Day in the Knock-out Determination Period][Not applicable]               |
|   | [In the event that a Knock-out Determination Day is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply.]  |
| (v) Knock-out Determination Period:   | [specify][Not applicable]  |
| (vi) Knock-out Period Beginning Date:                                       | [specify][Not applicable]  |
| (vii) Knock-out Period Ending Date:   | [specify][Not applicable]  |
| (viii) Knock-out Period Beginning Date<br>Scheduled Trading Day Convention: | [Applicable][Not applicable]   |
| (ix) Knock-out Period Ending Date<br>Scheduled Trading Day Convention:      | [Applicable][Not applicable]   |
| (x) Knock-out Valuation Time:   | [specify][Scheduled Closing Time][Any time on a Knock out Determination Day][Not applicable]   |

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 16. Interest:** [Applicable][Not applicable]  
*(If not applicable, or in case of Specified Interest Amount, delete the remaining subparagraphs of this paragraph)*
- |                                  |   |
|----------------------------------|---|
| (i) Interest Period End Date(s): | [specify][Not applicable][As per General Condition 4[(a)][(b)]] |
| (ii) Business Day Convention for | [Following Business Day Convention][Modified                    |

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	Interest Period End Date(s):	Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention][Not applicable] <i>(if unadjusted specify not applicable. If adjusted specify same Business Day Convention as for Interest Payment Dates)</i>
(iii)	Interest Payment Date(s):	[specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions][As defined in the relevant Interest Basis provisions below]
(iv)	Business Day Convention for Interest Payment Date(s):	[Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Floating Rate Convention][Not applicable]  <i>(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)</i>
(v)	Minimum Interest Rate:	[[specify]][per cent.][per annum]][Not applicable]  <i>(If a Minimum Interest Rate applies for each Interest Period, the Minimum Interest Rate shall be specified separately for each Interest Period)</i>
(vi)	Maximum Interest Rate:	[[specify]][per cent.][per annum]][Not applicable]  <i>(If a Maximum Interest Rate applies for each Interest Period, the Maximum Interest Rate shall be specified separately for each Interest Period.)</i>
(vii)	Day Count Fraction:	[30/360][Actual/Actual [(ICMA)][(ISDA)]] [Actual/365 [(Fixed)][(Sterling)]] [Actual/360] [30/360/] [360/360] [Bond Basis] [30E/360 [(ISDA)]] [Eurobond Basis] [1/1] [1] [Not applicable]  <i>(Where Actual/Actual ICMA is applicable, insert Determination Date(s) below)</i> <i>(Repeat for each Interest Basis as necessary)</i>
(viii)	Determination Date(s):	[[specify]][in each year]][Not applicable]  <i>(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In which case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)</i>
(ix)	Rate of Interest:	[In respect of each Interest Payment Date [(from [specify] to [specify])][ falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable]]the Rate of Interest

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

shall be determined by the Calculation Agent [as][in accordance with the following formula(s)]:

*(The above formulation may be repeated as necessary for each relevant interest type below)*

[Fixed Rate]

[Floating Rate]

*(In respect of the following, insert formula, relevant value(s) and other related definitions from Payout Condition 2.1 and relevant definitions from Payout Condition 5)*

[Rate of Interest (i)]

[Rate of Interest (ii)]

[Rate of Interest (iii)]

[Rate of Interest (iv)]

[Rate of Interest (v)]

[Rate of Interest (vi)]

[Rate of Interest (vii)]

[Rate of Interest (viii) - Call]

[Rate of Interest (ix) - Put]

[Rate of Interest (x) – Range Accrual]

[Rate of Interest (xi) - Call Participation ]

[Rate of Interest (xii) - Digital One Barrier]

[Rate of Interest (xiii) –Digital One Barrier Standard ]

[Rate of Interest (xiv) – Strike Podium n Barriers]

[Rate of Interest (xv) – Partial Memory]

[Rate of Interest (xvi) – Memory]

[Rate of Interest (xvii) - Call with Individual Caps]

[Rate of Interest (xviii) – Cappuccino]

[Rate of Interest (xix) - Best Replace]

[Rate of Interest (xx) – Cliquet]

[Rate of Interest (xxi) - Cliquet Digital]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[Rate of Interest (xxii) - Cliquet Digital Lock in]

[Rate of Interest (xxiii) - Digital Coupon One Dual Condition]

[Rate of Interest (xxiv) - Digital Coupon Two Dual Conditions]

[Rate of Interest (xxv) – TARN]

[Rate of Interest (xxvi) – Ratchet]

[Rate of Interest (xxvii) – Multiplier]

[Rate of Interest (xxviii) – Count Barrier Condition]

[Rate of Interest (xxix) – Podium]

[Rate of Interest (xxx) – Compensation]

[Rate of Interest (xxxi) – Dual Currency Digital Coupon]

[Rate of Interest (xxxii) – Partial Consolidation]

[Rate of Interest (xxxiii) – Ulises]

[Rate of Interest (xxxiv) – Leonidas Range Accrual]

[Rate of Interest (xxxv) – Leonidas]

[Rate of Interest (xxxvi) – Branch]

[Rate of Interest (xxxvii) – Multiple Reverse]

[Rate of Interest (xxxviii) – Growth & Income]

[Option FX: Applicable] (*specify as applicable for each Rate of Interest where FX option is to apply*)

*(If the Rate or Interest is calculated by reference to Reference Items, Valuation Dates, Observation Dates etc. or is otherwise calculated differently in respect of each Interest Payment Date, above options may be repeated and numerical suffixes may be used to clarify which Reference Item, Rate of Interest, Valuation Date, Observation Date etc. applies in respect of the corresponding Interest Payment Date)*

### 17. Fixed Rate Note Provisions:

[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable]

*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*

*(If more than one fixed rate is to be determined repeat items (i) to (iii) of this paragraph for each such rate and, if Digital Coupon One Condition of Digital*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)*

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(i) Rate(s) of Interest: [[specify] [per cent. [per annum] payable [annually][semi-annually][quarterly][monthly] in arrear on each Interest Payment Date][Not applicable]

*(Amend appropriately in the case of irregular coupons)*

(ii) Fixed Coupon Amount(s): [[specify] per Calculation Amount][Not applicable]

(iii) Broken Amount(s): [[specify] per Calculation Amount, payable on the Interest Payment Date[s] falling [in][on][specify]][Not applicable]

### 18. Floating Rate Note Provisions:

[Applicable[, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify] only]][Not applicable] [for purposes only of determining the "Rate" element of the Rate of Interest specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))

*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*

*(If more than one floating rate is to be determined, repeat items [specify] to [specify] for each such rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)*

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(i) Specified Period(s): [specify length of period] [Not applicable]

(ii) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination][ISDA Determination]  
*(further particulars specified below)*

(iii) Screen Rate Determination: [Applicable][Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Reference Rate: [specify period] [month] [year] [LIBOR] [EURIBOR] [CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

			TEC Rate] [with a Designated Maturity of [insert years]] [specify other]
(b)	Interest Date(s):	Determination	[specify]
(c)	Specified Time:		[specify]
(d)	Relevant Screen Page:		[specify] (to be determined in accordance with General Condition 4(b)(iv))
			<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)</i>
(iv)	ISDA Determination:		[Applicable][Not applicable]
(a)	Floating Rate Option:		[specify]
(b)	Designated Maturity:		[specify]
(c)	Reset Date:		[specify]
(d)	Interest Date(s):	Determination	[specify]
(v)	Linear Interpolation:		[Not applicable][Applicable - the Rate of Interest for the [long][short] [first][last] Interest Period shall be calculated using Linear Interpolation (specify for each short or long interest period)]
(vi)	Margin(s):		[ [+/-][specify][per cent][per annum][Not applicable] <i>(If a Margin applies for each Interest Period, the Margin shall be specified separately for each Interest Period)</i>
<b>19.</b>	<b>Specified Interest Amount Note Provisions:</b>		[Applicable][Not applicable] <i>(If not applicable delete the remaining subparagraphs of this paragraph)</i>
(i)	Specified Interest Amount(s):		[In respect of the [following] Specified Interest Payment Dates [from and including [[specify] to and including [specify]]], [specify] per Calculation Amount][See table [above][below]](Insert table) <i>(Note that for partially Credit-Linked Notes where the Specified Interest Amounts are not credit-linked, the amount specified per Calculation Amount should be the intended Specified Interest Amount per Calculation Amount multiplied by (1-Credit Multiplier).)</i>
			<i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
			<i>(repeat as necessary)</i>
(ii)	Specified Interest Payment Date(s):		[specify][[Each][The] Interest Payment Date falling on

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

			or nearest to] [specify][from and including [the Interest Payment Date falling on or nearest to] [specify] to and including [the Interest Payment Date falling on or nearest to][specify]], as adjusted in accordance with the Business Day Convention] [See table [above][below]](Insert table)
(iii)	Specified Interest Multiplier:	Amount	[Not applicable] [specify][Credit Event Reduction Factor](only include where relevant for Credit Linked Notes )
(iv)	Business Day Convention		[specify] (only include if necessary)
<b>20.</b>	<b>Zero Coupon Note Provisions:</b>		[Applicable][Not applicable]
			<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
			<i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i)	Accrual Yield:		[specify] per cent. [per annum]
<b>21.</b>	<b>Index Linked Interest Provisions:</b>		[Applicable] [in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))
			<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
			<i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i)	[Index][Basket of Indices]:		[The following Reference Item(s)(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above] [below]] [Insert table]
			[For [k]=1][specify][insert description and, if relevant details of where investors can obtain information about the Index][(see paragraph [specify])](repeat as necessary)
			[Composite][non Composite]
			[Weighting: [[Not applicable]] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]
(ii)	Exchange(s) and Index Sponsor:	(a)	[the relevant Exchange[s] [is][are]] [there are no relevant Exchanges]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		[specify]; and
	(b)	the relevant Index Sponsor is [specify].]
		[See table [above][below]]
(iii)	Related Exchange:	[specify][All Exchanges]
(iv)	Screen Page:	[specify][See table [above][below]]
(v)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table [above][below]]
(vi)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above] [below]]
		[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(vii)	Interest Payment Date(s):	[specify][See table [above][below]][Insert table][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(viii)	[Coupon Valuation [Date(s)][Period(s)]]:	[specify][See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(ix)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Index Linked Interest Amount]]
		<i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i>
(x)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xi)	Exchange Business Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
(xii)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]
		<i>(must match election made for Exchange Business</i>

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		<i>Day)</i>
(xiii)	Index Correction Period:	[As set out in Index Linked Condition 7][ <i>specify</i> ]
(xiv)	Specified Maximum Days of Disruption:	[ <i>specify</i> ][five][Scheduled Trading Days][Not applicable]
(xv)	Additional Disruption Events:	[Not applicable] [As per the Index Linked Conditions] [The following Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Loss of Stock Borrow]  [Change in Law: Not applicable]
		[The Maximum Stock Loan Rate in respect of [ <i>specify</i> ] is [ <i>specify</i> ]] ( <i>Only applicable if Loss of Stock Borrow is applicable</i> )
		[The Initial Stock Loan rate in respect of [ <i>specify</i> ] is [ <i>specify</i> ]] ( <i>Only applicable if Increased Cost is Stock Borrow is applicable</i> )
<b>22.</b>	<b>Equity Linked Interest Provisions:</b>	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [ <i>specify</i> ] [to and including [ <i>specify</i> ]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] ( <i>insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)</i> )  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>  <i>(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]</i>
(i)	[Share(s)][Share Company][Basket of Shares][Basket Company]:	The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][ <i>specify</i> ]]) will apply:] [Not applicable] [See table [above] [below]] [ <i>Insert table</i> ]  [For [k]=1][ <i>specify</i> ][ <i>insert description</i> ][(see paragraph [specify])](repeat as necessary)  [Weighting: [[Not applicable]] [[ <i>specify</i> ]][Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(ii)	Share Currency:	[specify] [See table [above][below]]
(iii)	ISIN of Share(s):	[specify] [See table [above][below]]
(iv)	Screen Page:	[specify] [See table [above][below]]
(v)	Exchange(s):	[specify] [See table [above][below]]
(vi)	Related Exchange(s):	[specify][All Exchanges]
(vii)	Depository Receipt provisions:	[Applicable][Not applicable][For Reference Item k=[specify][and k=[specify]]]
	(a) Details of share:	[specify name and ISIN code of the share to which the relevant Depository Receipts relate]
	(b) Share Exchange:	[specify]
(viii)	[Strike Date] [Strike Period and Strike Days]:	[specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table [above][below]]
(ix)	Averaging:	[Not applicable][Averaging applies to the Notes. The Averaging Dates are [specify].] [See paragraph [specify] above] [See table [above][below]]  [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]
(x)	Interest Payment Date(s):	[specify] [ See table [above][below]] [Insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xi)	[Coupon Valuation Date(s)][Period(s)]:	[specify][See table [above][below] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xii)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date][Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Equity Linked Interest Amount]  (If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)
(xiii)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]]  [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (xiv) Exchange Business Day: [(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
- (xv) Scheduled Trading Day: [(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]  
*(Must match election for Exchange Business Day)*
- (xvi) Share Correction Period: [As set out in Equity Linked Condition 8][specify]
- (xvii) Specified Maximum Days of Disruption: [specify][five][Scheduled Trading Days][Not applicable]
- (xviii) Extraordinary Events: [Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event, Tender Offer unless Tender Offer (specified below as not applicable) and Nationalisation, the following Extraordinary Events apply to the Notes:  
*(specify each of the following which applies)*  
[Listing Change]  
[Listing Suspension]  
[Illiquidity]  
[Tender Offer: Not applicable]
- (xix) Additional Disruption Events: [Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
[Hedging Disruption]  
[Insolvency Filing]  
[Increased Cost of Hedging]  
[Increased Cost of Stock Borrow]  
[Loss of Stock Borrow]  
[Stop-Loss Event]  
[Stop-Loss Event Percentage: [specify] per cent.]  
[Change in Law: Not applicable]  
[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [specify]] (*Only applicable if Loss of Stock Borrow is applicable*)  
[[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [specify]] (*Only*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*applicable if Increased Cost of Stock Borrow is applicable)]*

**23. ETF Linked Interest Provisions:**

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*),

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*

- |  |   |
|--|---|
| (i) [ETF(s)]/[ETF Basket]:                           | The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above][below]] <i>[Insert table]</i><br><br>[For [k]=1][specify][ <i>insert description</i> ][(see paragraph [specify])](repeat as necessary)<br><br>[Weighting: [[Not Applicable]] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]] |
| (ii) ETF Share Currency:                             | [specify] [See table [above][below]]  |
| (iii) ISIN of ETF Share(s):                          | [specify] [See table [above][below]]  |
| (iv) Screen Page:                                    | [specify] [See table [above][below]]  |
| (v) Exchange(s):                                     | [specify][Not applicable] [See table [above][below]]  |
| (vi) Related Exchange(s):                            | [specify][All Exchanges][Not applicable]  |
| (vii) [Strike Date] [Strike Period and Strike Days]: | [specify][Not applicable] [ <i>specify applicable Strike Days in the period if applicable</i> ][See table [above][below]]   |
| (viii) Averaging:                                    | [Not applicable][Averaging [applies] to the Notes].<br>[The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]<br><br>[In the event that an Averaging Date is a [Disrupted Day], [Omission][Postponement][Modified Postponement] will apply]   |
| (ix) Interest Payment Dates(s):                      | [specify] [See table [above][below]] [ <i>insert table</i> ] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]  |
| (x) [Coupon Valuation                                | [specify] [See table [above][below]] [or such later date  |

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	[Date(s)][Period(s)]:	as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(xi)	Coupon Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Coupon Valuation Date][during the Coupon Valuation Period]] [[specify], being the time specified on the relevant [Coupon Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [ETF Linked Interest Amount]
		<i>(If no time is specified, the Coupon Valuation Time will be the close of trading on the Exchange)</i>
(xii)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiii)	Exchange Business Day:	[[All ETF Shares Basis]][[(Per ETF Shares Basis)][(Single ETF Share Basis)][(Cross Asset Basis)]]
(xiv)	Scheduled Trading Day:	[[All ETF Share Basis]][[(Per ETF Share Basis)][(Single ETF Share Basis)][(Cross Asset Basis)]]
(xv)	ETF Share Correction Period:	[As set out in the ETF Linked Condition 6][specify]
(xvi)	Specified Maximum Days of Disruption:	[Not applicable][specify][five][Scheduled Trading Days]
(xvii)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [specify]
(xxiii)	Additional Extraordinary ETF Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Extraordinary ETF Events apply to the Notes:  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Insolvency Filing]  [Stop-Loss Event]  [Stop-Loss Event Percentage: [specify] per cent.] [Change in Law: Not applicable]  [The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant ETF Share] is [specify]] <i>(Only applicable if Loss of Stock Borrow is applicable)</i>

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[[The Initial Stock Loan rate in respect of [specify in relation to each relevant ETF Share] is [specify]]] (*Only applicable if Increased Cost of Stock Borrow is applicable*)]

[Tender Offer: Not applicable]

### 24. Fund Linked Interest Provisions:

[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*),

(*If not applicable, delete the remaining subparagraphs of this paragraph*)

(*In respect of Credit Linked Notes*) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

#### (i) [Fund(s)]/[Fund Basket(s)]:

The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]])] will apply:] [Not applicable] [See table [above][below]] [Insert table]

[For [k]=1][specify][*insert description*][(see paragraph [specify])](repeat as necessary)

[The NAV per Fund Share will be published on [specify]]

[Weighting: [[Not Applicable]] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the [Fund Linked Conditions]]]

#### (ii) [Fund Shares]:

[specify][a unit of the relevant Fund] [See table [above][below]]

#### (iii) Averaging:

[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]

[In the event that an Averaging Date is a Fund Non-Valuation Date, [Omission][Postponement][Modified Postponement] will apply]

#### (iv) Interest Payment Date(s):

[specify] [See table [above][below]] [*insert table*] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]

#### (v) [Coupon Valuation [Date(s)][Period(s)]]:

[specify] [See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(vi)	[Observation Date(s)][Observation Period(s)]:	[specify][Not applicable][See table [above][below]] [In the event that an Observation Date is a Fund-Non Valuation Date [Omission][Postponement][Modified Postponement] will apply.]
(vii)	Fund Business Day:	[specify][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]
(viii)	Initial Calculation Dates:	
	(a) Initial Calculation Day:	[specify] [Not applicable]
	(b) Initial Calculation Date:	[specify] [Not applicable]
	(c) Initial Calculation Period:	[specify] [Not applicable]
(ix)	Final Calculation Date:	[specify] [Not applicable]
(x)	Calculation Date(s):	[specify] [Not applicable]
(xi)	Extraordinary Fund Events:	[As set out in Fund Linked Condition 1] [specify]
	(a) NAV Barrier:	[specify][Not applicable]
	(b) NAV Trigger Percentage:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(c) NAV Trigger Period:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(d) Number of NAV Publication Days:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
	(e) Basket Trigger Level:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
(xii)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes:  (Specify each of the following which applies)  [Hedging Disruption]  [Increased Cost of Hedging]  [Change in Law: Not applicable]
(xiii)	Delayed Payment Cut-Off Date:	[As set out in Fund Linked Condition 3][specify]
<b>25.</b>	<b>Inflation Linked Interest Provisions:</b>	[Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable][for the purposes of determining the "Rate of Interest" specified in item 16(ix)] (insert where "Rate of Interest (x) - Range Accrual" applies

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*(under item 16(ix))*

*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

*(If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if Digital Coupon One Condition of Digital Coupon two Conditions apply distinguish between the Rate which is Rate A, the Rate which is Rate B and the Rate which is Rate C if applicable)*

(i) [Index][Indices][Basket of each Inflation Index] [specify] [Reference Item[s][(k)]]

*(Set out each Index level and insert "in respect of [specify date]" following each Index level)*

(ii) Screen Page/Exchange/ CODE: [specify]

(iii) Index Sponsor: [specify]

(iv) Cut-Off Date: [As per the Inflation Linked Conditions][specify]

(v) Related Bond: [specify][Fallback Bond][Not applicable]

(vi) Fallback Bond: [Applicable][Not applicable]

(vii) Related Bond Redemption Event: [Applicable][Not applicable]

(viii) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable]

(ix) Reference Month: [specify][Not applicable]

(x) Determination Date [specify][Not applicable]

(xi) Additional Disruption Events: [Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes:

*(Specify each of the following which applies)*

[Hedging Disruption]

[Increased Cost of Hedging]

[Change in Law: Not applicable]

**26. Foreign Exchange (FX) Rate Linked Interest Provisions:** [Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including [specify]] only]][Not applicable] [for the purposes of

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

determining the "Rate of Interest" specified in item 16(ix)] (*insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix)*) [For the purpose of determining the "RI FX Level" specified in item 16(ix)]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*

- |  |   |
|--|---|
| (i)      Base Currency:  | [specify][Not applicable][For Reference Item[(k)]:<br>[insert]]   |
| (ii)     Subject Currency/Currencies:  | [specify][Not applicable][For Reference Item[(k)]:<br>[insert]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]  |
| (iii)    [Strike Date] [Strike Period and Strike Days]:  | [specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]]  |
| (iv)     Averaging:  | [Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above] [below]]<br><br>[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply] |
| (v)      Interest Payment Date(s):   | [specify] [See table [above][below]] [Insert table] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]   |
| (vi)     [Coupon Valuation<br>[Date(s)][Period(s)]]:   | [specify][See table [above][below]] [or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]   |
| (vii)    [Observation Date(s)][Observation Period]:  | [specify][Not applicable][See table [above][below]]<br><br>[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]   |
| (viii)   Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency: | [Applicable [in respect of[specify Subject Currencies to which these provisions apply where there is a Basket]]][Not applicable]<br><br>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)                              |
| (a)      Relevant Screen Page:   | [specify][Not applicable]   |

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	(b) Price Source:	[specify]
	(c) Valuation Time:	[specify][As per Foreign Exchange (FX) Rate Linked Note Condition 7]
	(d) Disruption Events:	<p>[Price Source Disruption]</p> <p>[Illiquidity Disruption]</p> <p>[Dual Exchange Rate]</p> <p>[General Inconvertibility]</p> <p>[General Non-Transferability]</p> <p>[Material Change in Circumstances]</p> <p>[Nationalisation]</p>
		<i>(Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto).</i>
	(e) Specified Maximum Days of Disruption:	<p>[specify][five][Scheduled Trading Days][Not applicable]</p>
(ix)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	<p>[Applicable [in respect of][specify Subject Currencies to which these provisions apply where there is a Basket]][Not applicable]</p> <p><i>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)</i></p>
	(a) Provisions applicable to determining the Settlement Price:	<p>For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and [specify the relevant Subject Currency where more than one Subject Currency]]]:</p> <p>EM FX Price Source: [specify]</p> <p>EM Valuation Time: [specify]</p> <p>EM Scheduled Trading Day Jurisdiction: [specify]</p>
	(b) EM Disruption Events:	<p>[Price Source Disruption]</p> <p>[Illiquidity Disruption]</p> <p>[Dual Exchange Rate]</p> <p>[General Inconvertibility]</p> <p>[General Non-Transferability]</p> <p>[Material Change in Circumstance]</p> <p>[Nationalisation]</p> <p>[Price Materiality, where:</p> <p>EM Price Materiality Percentage: [specify][3] per cent.</p>

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]
- EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]
- (Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)*
- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]  
[EM First Fallback Reference Price, where:  
First Fallback EM FX Price Source: [specify]  
First Fallback EM Valuation Time: [specify]  
First Fallback EM Number of Settlement Days: [specify]]  
[EM Second Fallback Reference Price, where:  
Second Fallback EM FX Price Source: [specify]  
Second Fallback EM Valuation Time: [specify]  
Second Fallback EM Number of Settlement Days: [specify]]  
[EM Valuation Postponement]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (d) EM Maximum Days of Postponement: [specify]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (e) EM Cumulative Events: [Not applicable][Applicable and EM Maximum Cumulative Days of Postponement means [specify]]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (f) EM Number of Settlement Days: [Two][Zero][specify other] [where Settlement Day Centre(s) means [specify]]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (g) EM Number of [[Two][specify]] [Business Days][EM Settlement Postponement Settlement Days] [specify] Days:
- (x) Additional Disruption Events: [Not applicable] ][As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
[Hedging Disruption]  
[Increased Cost of Hedging]  
[Change in Law: Not applicable]
- 27. Reference Item Rate Linked Interest:** [Applicable [, in respect of [the][each] Interest Payment Date[s] falling [on][during the period from and including] [specify] [to and including] [specify] only][Not applicable] [for the purposes of determining the "Rate of Interest" specified in item 16(ix)] *(insert where "Rate of Interest (x) - Range Accrual" applies under item 16(ix))*  
*(In respect of Credit Linked Notes) [, [not] subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]*  
[The [Floating][Fixed] Rate Note Provisions shall apply. For the purposes of determining the Reference Item Rate on the basis of elections in this paragraph]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*  
*(If more than one Reference Item Rate is to be determined, include the following language: "Reference Item Rate [specify] is as follows:" and repeat items (i) to (vi)) below for each such Reference Item Rate)*
- (i) Screen Rate Determination: [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Reference Item Rate: [specify period] [month] [year] [LIBOR] [EURIBOR] [CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify TEC Rate] [with a Designated Maturity of [insert years]] [specify other]
- (b) Interest Determination Date(s): [specify]
- (c) Specified Time: [specify]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(d)	Relevant Screen Page:	[specify]
<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)</i>		
(ii)	ISDA Determination:	[Applicable][Not applicable]
<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>		
(a)	Floating Rate Option:	[specify]
(b)	Designated Maturity:	[specify]
(c)	Reset Date:	[specify]
(iii)	Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2][Not applicable]  [See paragraph [specify][above][below]]
<i>(If a Reference Spread applies for each Interest Period, the Reference Spread shall be specified separately for each Interest Period.)</i>		
(iv)	[Coupon Valuation [Date(s)][Period(s)]]:	[specify][or such later date as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]
(v)	Range Accrual Cut-Off Date:	[specify] [See paragraph [specify][above][below][Not applicable]]
(vi)	Business Day:	As used in this item and for the purpose of determining the Reference Item Rate only, " <b>Business Day</b> " means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target Settlement Day][ [a "U.S. Government Securities Business Day", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.]
		[Not applicable]
28.	Combination Note Interest:	[Applicable][Not applicable]  <i>(Applicable in relation to Interest linked to a combination of types of Reference Items)</i>  <i>(If applicable, complete relevant prompts from Paragraphs 16 to 27)</i>

## **FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES**

### **PROVISIONS RELATING TO REDEMPTION AND PROVISIONS RELATING TO CREDIT LINKED NOTES**

- 29. Final Redemption Amount:** [Redemption at par][Calculation Amount \* [specify] per cent.][Calculation Amount \* Final Payout][, subject to [specify]][the application of the Settlement Exchange Rate Provisions[in the specified circumstances set out in the Final Payout Formula only]]][specify]
- 30. Final Payout:** [Applicable][Not applicable]  
*(If applicable, in respect of the following, insert formula from Payout Condition 2.2 and relevant definitions from Payout Condition 5)(If not applicable, delete remaining subparagraphs of this paragraph)*
- [Redemption (i)]  
[Redemption (ii) - Call]  
[Redemption (iii) - Put]  
[Redemption (iv) – Digital]  
[Redemption (v) - Digital with Knock-in]  
[Redemption (vi) – Strike Podium n Conditions]  
[Redemption (vii) – Knock-in]  
[Redemption (viii) – Knock-in Standard]  
[Redemption (ix) – Knock-in Put Leverage]  
[Redemption (x) – Barrier and Knock-in Standard]  
[Redemption (xi) – Barrier and Knock-in]  
[Redemption (xii) – Barrier and Knock-in Put Leverage]  
[Redemption (xiii) – Twin Win]  
[Redemption (xiv) – Himalaya]  
[Redemption (xv) - Booster]  
[Redemption (xvi) – Bonus]  
[Redemption (xvii) – Dual Currency Digital]  
[Redemption (xviii) – Count Barrier Condition]  
[Redemption (xix) – Accumulation]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	[Redemption (xx) - Range Accrual]
	[Redemption (xxi) – Twin Win with Knock-out Event capital protected]
	[Redemption (xxii) – Twin Win with Knock-out Barriers capital at risk]
<b>31. Automatic Early Redemption:</b>	[Applicable][Not applicable] <i>(If applicable, specify one of the following)</i>
	[ST Automatic Early Redemption][Target Automatic Early Redemption] ( <i>always insert 'Target Automatic Early Redemption Event' in relation to Accumulated Coupon</i> ) <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Automatic Early Redemption Event:	[In respect of [any][all] Automatic Early Redemption Valuation Date[s] [from (i)=[specify] to (i)=[specify]] [for [each][the][relevant][any][all] Automatic Early Redemption Valuation Period[s] [from ([i])=[specify] to ([i])=[specify]] [,the] AER Value is: [greater than][greater than or equal to][less than][less than or equal to] the Automatic Early Redemption Trigger][within][outside] [the Automatic Early Redemption Range] <i>(repeat as necessary)</i>
(ii) AER Value:	[insert relevant value definition and where applicable relevant definitions from Payout Condition 5.1 and 5.2]
(iii) Automatic Early Redemption Amount:	The Automatic Early Redemption Amount shall be determined in accordance with the following formula: <i>(Insert relevant formula from payout annex)</i>
(iv) Automatic Early Redemption Trigger:	[[specify][per cent.]] [Not applicable][See table [above][below]][Insert table]
(v) Automatic Early Redemption Range:	From and [including][excluding][specify range of values, percentages, level, or prices etc] to and [including][excluding] [specify range of values, percentages, level, or prices etc][Not applicable] [See table [above][below]]
(vi) AER Percentage:	[specify] per cent.][Not applicable] [See table [above][below]] <i>(insert where ST Automatic Early Redemption applies)</i>
(vii) Automatic Early Redemption Date(s):	[specify][The date falling [specify] Business Days following [each][the] Automatic Early Redemption [Date][Period] in respect of which an Automatic Early Redemption Event has occurred] [or such later date for

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] [See table [above][below]]
(viii)	AER Additional Rate:	[AER Rate][ <i>Insert relevant provisions from Payout Condition 5.1</i> ][Not applicable]
		[AER Rate DCF][ <i>Insert relevant provisions from Conditions</i> ]
		[AER Rate MT][ <i>Insert relevant provisions from Conditions</i> ]
		[See table [above][below]]
(ix)	[(i)] Automatic Early Redemption Valuation Date(s):	[specify] [Each [specify] [Scheduled Trading Day] falling within the [relevant] Automatic Early Redemption Valuation Period] [See table [above][below]] <i>(repeat as necessary)</i>
(x)	[(ii) Automatic Early Redemption Valuation Period(s):]	[[from (i)=[specify] to [specify] [Each][The] period from [and including][but excluding][specify], to [and including][but excluding][specify] [See table [above][below]]] <i>(repeat as necessary)</i>
(xi)	Automatic Early Redemption Valuation Time:	[specify][Scheduled Closing Time][Any time [on the relevant Automatic Early Redemption Valuation Date][during the Automatic Early Redemption Valuation Period]] [Not applicable]
(xii)	Averaging:	[Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will apply]  [[Specified Maximum Days of Disruption will be equal to: [specify][five]]  <i>(If not Specific Maximum Days of Disruption are stated, Specific Maximum Days of Disruption will be equal to five)</i>
<b>32.</b>	<b>Issuer Call Option:</b>	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	Optional Redemption Date(s):	[specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (ii) Optional Redemption Valuation [specify][Not applicable]  
Date(s):
- (iii) Optional Redemption Amount: [[specify] per Calculation Amount] [In relation to each Note][its pro rata share of][specify] [The Optional Redemption Amount shall be determined in accordance with the following formula:  
*(Insert relevant formula from Payout Annex)*]  
*(Insert relevant Optional Redemption Amount in respect of each relevant Optional Redemption Date. These may be set out in a table or annexed to the Pricing Supplement)*
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: [specify][Not applicable]
- (b) Higher Redemption Amount: [specify][Not applicable]
- (v) Notice periods: Minimum period: [specify]  
Maximum period: [specify]  
[Not applicable]

*(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*

- 33. Noteholder Put:** [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [specify] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]]
- (ii) Optional Redemption Valuation Date(s): [specify][Not applicable]
- (iii) Optional Redemption Amount(s): [[specify] [per Calculation Amount][The Optional Redemption Amount shall be determined in accordance with the following formula:  
*(Insert relevant formula from Payout Annex)*]
- (iv) Notice periods: Minimum period: [specify][Not applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

Maximum period: [specify][Not applicable]

*(When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)*

- 34. Early Redemption Amount:** [[specify] per Calculation Amount][As set out in General Condition 6]
- 35. Index Linked Redemption:** [Applicable][Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) [Index][Basket of Indices]: [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table below] [Insert table] [See paragraph 21(i) above]  
[For [k]=1][specify][insert description and, if relevant, details of where investors can obtain information about the Index][(see paragraph [specify])](repeat as necessary)  
[Composite][Non Composite]  
[Weighting: [Not applicable] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the Index Linked Conditions]]
- (ii) Exchange(s) and Index Sponsor:  
(a) [the relevant Exchange[s] [is][are] [there are no relevant Exchanges] [specify]; and  
(b) the relevant Index Sponsor is [specify]]  
[See table [above][below]] [See paragraph 21(ii) above]
- (iii) Related Exchange: [specify][All Exchanges][Not applicable] [See paragraph 21(iii) above]
- (iv) Screen Page: [specify][Not applicable] [See table [above][below]] [See paragraph 21[(i)][(iv)] above]
- (v) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable] [See table [above][below]] [See paragraph 21(v) above]
- (vi) Averaging: [Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  
[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		Postponement] will apply]
(vii)	Redemption Valuation Date(s)/Period(s):	[specify][Not applicable] [See table [above] [below]]
(viii)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(ix)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above] [below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(x)	Exchange Business Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]  <i>(standard election is All Indices Basis)</i>
(xi)	Scheduled Trading Day:	[(All Indices Basis)][(Per Index Basis)][(Single Index Basis)][(Cross Asset Basis)]  <i>(must match election made for Exchange Business Day)</i>
(xii)	Index Correction Period:	[As set out in Index Linked Condition 7][specify]
(xiii)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xiv)	Additional Disruption Events:	[Not applicable][As per the Index Linked Conditions][The following Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Loss of Stock Borrow]  [Change in Law: Not applicable]  [[The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant Share] is [specify](only applicable if Loss of Stock Borrow is applicable)]  [[The Initial Stock Loan rate in respect of [specify] in relation to each relevant Share] is [specify].(N.B. only

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*applicable if Increased Cost is Stock Borrow is applicable)]*

### 36. Equity Linked Redemption:

[Applicable][Not applicable]

*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

- (i) Share/Basket of Shares/Basket Company: [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]]) will apply:] [Not applicable] [See table [above] [below]] [Insert table]]  
[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)  
[Weighting: [Not applicable] [specify] [Each such Weighting shall be subject to adjustment in accordance with the Equity Linked Conditions]] [see paragraph 22(i) above]
- (ii) Share Currency: [specify] [See table [above] [below]] [see paragraph 22[(i)][(ii)] above]
- (iii) ISIN of Share(s): [specify] [See table [above] [below]] [see paragraph 22[(i)][(iii)] above]
- (iv) Screen Page: [specify] [See table [above] [below]] [see paragraph 22[(i)][(iv)] above]
- (v) Exchange: [specify] [See table [above] [below]] [see paragraph 22[(i)][(v)] above]
- (vi) Related Exchange(s): [specify][All Exchanges][Not applicable] [see paragraph 22(vi) above]
- (vii) Depositary Receipt provisions: [Applicable][Not applicable] [For Reference Item k=[specify][and k=[specify] [See paragraph 22(vii) above]]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Details of share: [specify name and ISIN code of the share to which the relevant Depositary Receipts relate]
- (b) Share Exchange: [specify]
- (viii) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below]] [see paragraph 22(viii) above]
- (ix) Averaging: [Not applicable][Averaging applies to the Notes.][The Averaging Dates are [specify].][See paragraph [specify] above][See table [above][below]]  
[In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		Postponement] will apply]
(x)	Redemption Valuation Date(s)/Period(s):	[specify][Not applicable][See table [above][below]]
(xi)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Redemption Valuation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] [Observation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount]
(xii)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table [above][below]]
		[In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xiii)	Exchange Business Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xiv)	Scheduled Trading Day:	[(All Shares Basis)][(Per Share Basis)][(Single Share Basis)][(Cross Asset Basis)]
(xv)	Share Correction Period:	[As set out in Equity Linked Condition 8][specify]
(xvi)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xvii)	Extraordinary Events:	[Not applicable][As per the Equity Linked Conditions][In addition to De-Listing, Insolvency, Merger Event and Nationalisation, the following Extraordinary Events apply to the Notes]:  [Listing Change] [Listing Suspension] [Illiquidity] [Tender Offer: Not applicable]
(xviii)	Additional Disruption Events:	[Not applicable][As per the Equity Linked Conditions][The following Additional Disruption Events apply to the Notes]:  <i>(Specify each of the following which applies)</i>  [Hedging Disruption] [Insolvency Filing] [Increased Cost of Hedging] [Increased Cost of Stock Borrow] [Loss of Stock Borrow]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[Stop-Loss Event]

[Stop-Loss Event Percentage: [specify] per cent.]

[Change in Law: Not applicable]

[Failure to Deliver: Not applicable]

[The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant Share] is [specify]] (Only applicable if Loss of Stock Borrow is applicable)

[The Initial Stock Loan rate in respect of [specify] in relation to each relevant Share] is [specify]](Only applicable if Increased Cost of Stock Borrow is applicable)

### 37. ETF Linked Redemption:

[Applicable][Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) [ETF(s)]/[ETF Basket]: [The following Reference Item(s)[(k)] [(from [k] = 1 to [[k][specify]])] will apply:] [Not applicable] [See table [above][below]] [Insert table]  
[For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)  
[Weighting: [Not Applicable] [[specify] [Each such Weighting shall be subject to adjustment in accordance with the ETF Linked Conditions]]
- (ii) ETF Share Currency: [specify] [See table [above][below]]
- (iii) ISIN of ETF Share(s): [specify]
- (iv) Screen Page: [specify]
- (v) Exchange(s): [specify] [See table [above][below]] [Not applicable][see paragraph 23[(i)][(v)] above]
- (vi) Related Exchange(s): [specify][All Exchanges][Not applicable][see paragraph 23(vi) above]
- (vii) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable][See table [above][below][see paragraph 23(vii) above]
- (viii) Averaging: [Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]  
[In the event that an Averaging Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(ix)	Redemption Valuation Date(s)/ Period(s):	[specify][Not applicable][See table [above][below]]
(x)	Valuation Time:	[Scheduled Closing Time][Any time [on the relevant Redemption Valuation Date][during the Observation Period]] [[specify], being the time specified on the relevant [Redemption Valuation Date] or an Averaging Date, as the case may be, for the calculation of the [Redemption Amount][As per ETF Linked Condition 6][Not applicable]
		<i>(If no time is specified, the Coupon Valuation Time will be the Scheduled Closing Time)</i>
(xi)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][see table above][below]] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(xii)	Exchange Business Day:	[(All ETF Shares Basis)] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)] [Not applicable]
(xiii)	Scheduled Trading Day:	[[All ETF Shares Basis]] [(Per ETF Share Basis)] [(Single ETF Share Basis)] [(Cross Asset Basis)] [Not applicable]
(xiv)	ETF Share Correction Period:	[As set out in ETF Linked Condition 6][specify]
(xv)	Specified Maximum Days of Disruption:	[specify][five][Scheduled Trading Days][Not applicable]
(xvi)	Extraordinary ETF Events:	[As set out in ETF Linked Condition 2(b)] [specify]
(xvii)	Additional Extraordinary Events:	[Not applicable][As per the ETF Linked Conditions][The following Additional Disruption Events apply to the Notes]:  <i>(Specify each of the following which applies)</i>  [Hedging Disruption]  [Increased Cost of Hedging]  [Increased Cost of Stock Borrow]  [Insolvency Filing]  [Stop-Loss Event]  [Stop-Loss Event Percentage: [specify] per cent.]  [Failure to Deliver: Not Applicable]  [Change in Law: Not Applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		[The Maximum Stock Loan Rate in respect of [specify] in relation to each relevant ETF Share] is [specify]] <i>(Only applicable if Loss of Stock Borrow is applicable)</i>
		[The Initial Stock Loan rate in respect of [specify] in relation to each relevant ETF Share] is [specify]] <i>(Only applicable if Increased Cost of Stock Borrow is applicable)</i>
		[Tender Offer: Not applicable]
<b>38. Fund Linked Redemption:</b>		[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i) [Fund(s)]/[Fund Basket]:		[The following Reference Item(s)[(k)] [(from [k] = 1 to [[k]]specify)] will apply:] [Not applicable] [See table [above][below]] [Insert table]  [For [k]=1][specify][insert description][(see paragraph [specify])](repeat as necessary)
		[The NAV per Fund Share will be published on [specify]]
		[Weighting: [[Not applicable]] [[specify]] [Each such Weighting shall be subject to adjustment in accordance with the Fund Linked Conditions]]
(ii) [Fund Shares:]		[specify] [See table [above][below]] [see paragraph 24(ii)][a unit of the relevant Fund]
(iii) Averaging:		[Not applicable][Averaging applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][See table [above][below]]
		[In the event that an Averaging Date is a [Fund Non-Valuation Date][Omission][Postponement][Modified Postponement] will apply]
(iv) [Observation Date(s)][Observation Period]:		[specify][Not applicable][see table above][below]  [In the event that an Observation Date is a Fund Non-Valuation Date [Omission][Postponement][Modified Postponement] will apply.]
(v) Redemption Valuation Date(s)/ Period(s):		[specify][Not applicable][See table [above][below]]
(vi) Fund Business Day:		[specify][(All Fund Share Basis)][(Per Fund Share Basis)][(Single Fund Share Basis)] [As per the Fund Linked Conditions]
(vii) Initial Calculation Dates:		
(a) Initial Calculation Date:		[specify][Not applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(b)	Initial Calculation Period:	[specify][Not applicable]
(c)	Initial Calculation Days:	[specify][Not applicable]
(viii)	Final Calculation Date:	[specify][Not applicable][Not applicable]
(ix)	Calculation Date(s):	[specify][Not applicable]
(x)	Extraordinary Events:	[As set out in Fund Linked Condition 1] [specify]
(a)	NAV Barrier:	[specify][Not applicable]
(b)	NAV Trigger Percentage:	[specify][As per the Fund Linked Condition 6][specify][Not applicable]
(c)	NAV Trigger Period:	[As per the Fund Linked Conditions][specify]
(d)	Basket Trigger Level:	[specify][As set out in Fund Linked Condition 6] [Not applicable]
(e)	Number of NAV Publication Days:	[specify] [As set out in Fund Linked Condition 6][Not applicable]
(xi)	Additional Extraordinary Fund Events:	[Not applicable][As per the Fund Linked Conditions][The following Additional Extraordinary Fund Events apply to the Notes]:  <i>(Specify each of the following which applies)</i>
		[Hedging Disruption]
		[Increased Cost of Hedging]
		[Failure to Deliver: Not applicable]
		[Change in Law: Not applicable]
(xii)	Delayed Payment Cut-off Date:	[As set out in Fund Linked Condition 3][specify][Not applicable]
<b>39.</b>	<b>Inflation Linked Redemption:</b>	[Applicable][Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	[Index][Indices]:	[specify] [Reference Item[s][(k)]]
(ii)	Screen page/Exchange/CODE:	[specify]
(iii)	Index Sponsor:	[specify]
(iv)	Cut-Off Date:	[As per the Inflation Linked Conditions][specify]
(v)	Related Bond:	[specify][Fallback Bond][Not applicable]
(vi)	Fallback Bond:	[Applicable][Not applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (vii) Related Bond Redemption Event: [As set out in Inflation Linked Condition 4][*specify*]
- (viii) Reference Month: [*specify*][Not applicable]
- (ix) [Strike Date] [Strike Period and Strike Days]: [*specify*][Not applicable] [*specify applicable Strike Days in the period if applicable*]
- (x) Determination Date(s): [*specify*]
- (xi) Additional Redemption Event: [Not applicable][As per the Inflation Linked Conditions][The following Additional Disruption Events apply to the Notes:

*(Specify each of the following which applies)*

[Hedging Disruption]

[Increased Cost of Hedging]

### 40. Credit Linked Interest/Redemption:

[Applicable:

- (a) Credit Linked Interest: [Applicable][Not Applicable] [in respect of [Long Exposure][and][Short Exposure]]

*(Specify not applicable for Credit Linked Notes which are Zero Coupon Credit Linked Notes or if Interest Amount is not subject to Credit provisions and repeat as necessary for Long/Short Credit Linked Notes)*

*(If Credit Linked Interest is specified as applicable for Single Reference Entity Credit Linked Notes, First-to-Default Credit Linked Notes, Nth-to-Default Credit Linked Notes or Long/Short Credit Linked Notes (in respect of which the Long Exposure and/or Short Exposure is a Single Reference Entity Exposure, First-to-Default Exposure or Nth-to-Default Exposure): [Accrual of Interest up to Credit Event: [Applicable][Not applicable]]]*

- (b) Credit Linked Redemption: [Applicable][Not Applicable] [in respect of [Long Exposure][and][Short Exposure]]]

*(Specify not applicable for Credit Linked Notes if redemption is not subject to Credit provisions)*

[Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Type of Credit Linked Notes:

The Notes are [Single Reference Entity][First-to-Default]

[Nth-to-Default] Credit Linked Notes [and the Relevant Number is [*specify*] (for Nth-to-Default Credit Linked Notes)] [Non-Tranched Linear Basket

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

Credit Linked Notes where Credit Payment [on Maturity] [As You Go] applies] [Tranched Linear Basket Credit Linked Notes] [Non-Tranched Index Credit Linked Notes – [iTraxx] [CDX] [where Credit Payment [on Maturity] [As You Go] applies]] [Tranched Index Credit Linked Notes – [iTraxx] [CDX]] [Basket Tranched Index Credit Linked Notes][Long/Short Credit Linked Notes]

- (a) [Credit Event Amount: [*specify amount*] (*only use for Linear Basket Credit Linked Notes or Index Credit Linked Notes to which Credit Payment As You Go applies*)][As set out in the Credit Linked Conditions]]
- (b) [Credit Event Payment Date: [[*specify*] (*if other than three*) Business Days] [As set out in the Credit Linked Conditions]] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]  
*((a) and (b) are only applicable for Non-Tranched Linear Basket Credit Linked Notes or Non-Tranched Index Credit Linked Notes to which Credit Payment As You Go applies, otherwise delete (a) and (b))*
- (c) [Credit Observation End Date [in respect of Long Exposure and Short Exposure] [in respect of Basket Tranched Index Component k=[ ]]: [*specify if different from Scheduled Maturity Date*]] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes*)
- (d) [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Index Annex: [Markit iTraxx® Europe [index name] Series [*specify*] Version [*specify*]] / [Markit CDX.NA.[IG/HY].[ ] [*specify sector, if any*] [*specify series, if any*] [*specify version, if any*]]  
*(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (e) [In respect of [Long Exposure][and][Short Exposure]][in respect of Basket Tranched Index Component k=[ ]:] Annex Date: [specify]  
*(Delete this paragraph if the Notes are not Index Credit Linked Notes or if the Notes are Long/Short Credit Linked Notes and the Long Exposure and the Short Exposure do not reference an Index or repeat as necessary for Basket Tranched Index Credit Linked Notes or Long/Short Credit Linked Notes)*
- (f) [Credit Event Backstop Date [in respect of Long Exposure and Short Exposure] [in respect of Basket Tranched Index Component k=[ ]:] The later to occur of (A) the Trade Date and (B) the Credit Event Backstop Date as determined pursuant to Credit Linked Condition 13 and subparagraph (a) or (b) of the definition of "Credit Event Backstop Date", as applicable.]  
*(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately or repeat as necessary for Basket Tranched Index Credit Linked Notes)*
- (ii) Credit Event Redemption Amount: [In respect of [Long Exposure][and][Short Exposure]:]  
[As set out in Credit Linked Condition 13]  
[specify amount] (only use for zero/set recovery that are not Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes) [Not applicable] (specify in case of physically settled notes or if Credit Linked Redemption is not applicable)
- (iii) Protected Amount: [In respect of [Long Exposure][and][Short Exposure]:]  
[Applicable][Not applicable] (Specify not applicable if Credit Linked Redemption is not applicable)  
[specify amount if applicable (Express as a percentage of the aggregate outstanding nominal amount)]  
*(NB The Protected Amount may be applicable in case of Single Reference Entity Credit Linked Notes, First-to Default Credit Linked Notes, Nth-to Default Credit Linked Notes, Linear Basket Credit Linked Notes Index Credit Linked Notes and Long/Short Credit Linked Notes where only part of the Nominal Amount is exposed to the relevant Reference Entity/es)*
- (iv) Unwind Costs: [In respect of [Long Exposure][and][Short Exposure]:]  
[Applicable: [specify]][Standard Unwind Costs][Not applicable] (Specify not applicable if Credit Linked Redemption is not applicable)

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(v)	Credit Multiplier:	[In respect of [Long Exposure][and][Short Exposure]:] [Not applicable] [specify (insert only if Credit Multiplier is not 1)] (Repeat as necessary where different figures apply for interest or redemption purposes and/or where it may change in respect of different dates)
(vi)	[(a)] Credit Event Redemption Date:	[Credit Linked Condition 13 applies][(specify if other than three) Business Days] [or such later date for payment determined as provided in the Settlement Exchange Rate Provisions set out in Condition 6 of the Payout Conditions]] (Delete this line item for Physically Settled Notes or if Credit linked Redemption is not applicable) (Apply for Long /Short Credit Linked Notes)
	[(b)] Maturity Credit Redemption:	[Applicable][Not applicable]] (Delete this line item (b) for Linear Basket Credit Linked Notes or Index Credit Linked Notes or Long/Short Credit Linked Notes or if Credit Linked Redemption is not applicable)]
(vii)	Settlement Method: [(see further item(s) [(xxxi)] [to [(lvii)] below)]]	[In respect of [Long Exposure][and][Short Exposure]:] [Auction Settlement][Cash Settlement][Physical Delivery]  [Not applicable:] [Zero/Set Recovery Notes] [Tranched Linear Basket Credit Linked Notes] [Tranched Index Credit Linked Notes where Zero Recovery is applicable] [Basket Tranched Index Credit Linked Notes where Zero Recovery is applicable] [in respect of the Long Exposure and Short Exposure or where Long Short Exposure and Short Exposure comprise a Tranched Linear Basket Exposure ] [Not applicable] (specify not applicable if Credit Linked Redemption is not applicable) (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)
(viii)	Calculation Agent City:	[In respect of [Long Exposure][and][Short Exposure]:] [specify][As per the Physical Settlement Matrix] (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)
(ix)	[Business Day Convention:	[Following][Modified Following][Preceding] Business Day Convention (Insert only where no Business Day Convention has been specified already for the Notes, otherwise delete.)]
(x)	Reference Entity(ies):	[Long Exposure:] [specify] [[Short Exposure: [specify]] [these may be set out in the form of a table as by reference to a credit derivatives index setting out the applicable names (in which circumstances, include the following text and any details of the date/version of the referenced credit derivatives index: "Each Reference Entity comprising the [specify name of index] on the [Issue/Trade Date]. No adjustments to the terms of the Notes shall be made to reflect

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- subsequent versions or reconstitutions of the [specify name of index].". All relevant items below should be completed in respect of each Reference Entity (repeating items where necessary) which may also be done by including the Reference Entities and such items in a table] [For Index Credit Linked Notes or, in the case of Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index: As defined in Credit Linked Condition 13] [and the relevant "Reference Entity Weighting" shall be [specify] in respect of each Reference Entity].(insert only where it is necessary to change the weighting specified by the relevant Index)]*
- (xi) Physical Settlement Matrix: [Applicable [in respect of Long Exposure and Short Exposure], [for which purpose the Date of the Physical Settlement Matrix is [specify]]][Not Applicable [in respect of Long Exposure and Short Exposure]] (if Applicable, specify in relation to each Reference Entity its Transaction Type) [in respect of Long Exposure and Short Exposure] (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)
- (xii) Transaction Type: [Not applicable]  
[Long Exposure:] [specify] [[Short Exposure: [specify] subject to adjustment as provided in the definition of Successor, as applicable.] (insert in relation to each Reference Entity if item (xiii) applies. (e.g.: 'European Corporate').)]  
(For Basket Tranched Index Credit Linked Notes insert the following for each Index and repeat as necessary) [In respect of Basket Tranched Index Component k= [ ]]  
(For iTraxx Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the iTraxx Index) [As specified opposite the relevant Reference Entity in the Index Annex [for the [Long Exposure][and][Short Exposure], subject to adjustment as provided in the definition of Successor, as applicable.]  
(For CDX Index Credit Linked Notes or for Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references the CDX Index) [[specify] in respect of each Reference Entity [for the [Long Exposure][and][Short Exposure], unless another Transaction Type is specified in the Index Annex, in which case the Transaction Type will be as specified opposite the relevant Reference Entity in the Index Annex, subject to adjustment as provided in definition of "Successor", as applicable.]
- (xiii) Reference Entity Notional Amount: [specify in respect of each Reference Entity]][Not applicable] [For Index Credit Linked Notes and/or where a Credit Multiplier applies: As defined in Credit

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

Linked Condition 13] (For Non-Tranched Index Credit Linked Notes and Non-Tranched Linear Basket Credit Linked Notes which are Instalment Notes, then please specify that the RENA will be equal to:) [Means in respect of each Reference Entity, (i) the product of the aggregate outstanding nominal amount and the Credit Multiplier (if any) multiplied by (ii) the Reference Entity Weighting for such Reference Entity multiplied by (iii) one divided by the aggregate of the Reference Entity Weightings for all Reference Entities, subject to the provisions of the definition of "Successor".]

[For Long/Short Credit Linked Notes: Long Exposure: [specify in respect of each Reference Entity]][Not applicable][For a Long Exposure that references an Index: as defined in Credit Linked Condition 13]

[Short Exposure: [specify in respect of each Reference Entity]][Not applicable][For a Short Exposure that references an Index: as defined in Credit Linked Condition 13]

(xiv) Reference Obligation(s):

(Where either (a) Standard Reference Obligation is not applicable or (b) Standard Reference Obligation is applicable but there is no Standard Reference Obligation when the Pricing Supplement is signed, insert one of the following:) (For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure does not reference an Index insert the following in respect of the Long Exposure and/or Short Exposure as the case may be. Repeat if neither Long Exposure nor Short Exposure references an Index.)

[In respect of [Long Exposure][and][Short Exposure]:]

[If no initial Reference Obligation is to be specified, insert: Initially none, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]

OR

[If the initial Reference Obligation is to be specified: Initially the [insert if the guarantee is the Reference Obligation: guarantee of the] [select: [bond][loan][other obligation]] specified below, subject to the Calculation Agent's ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13:

- (a) Primary Obligor: [specify]
- (b) Guarantor: [specify]
- (c) Maturity: [specify]
- (d) Coupon: [specify]
- (e) CUSIP/ISIN: [specify].]

Standard Reference Obligation: [Applicable][Not Applicable]

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(Where Standard Reference Obligation is applicable and there is a Standard Reference Obligation when the Pricing Supplement is signed, insert:)

[Standard Reference Obligation: Applicable]

Seniority Level: [Senior Level][Subordinated Level][As set out in Credit Linked Condition 13]

The Calculation Agent has the ability to select and/or replace the Reference Obligation from time to time in accordance with Credit Linked Condition 13.]

[For Index Credit Linked Notes or Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references an Index, insert:[Long Exposure]: As set out in Credit Linked Condition 13.] [Short Exposure: As set out in Credit Linked Condition 13.]

(xv) All Guarantees: [In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix][Applicable][Not applicable]

[In respect of [Long Exposure][and][Short Exposure]:] [Provisions relating to Qualifying Guarantee and Underlying Obligation: Credit Linked Condition 17 [Applicable][Not applicable]](delete if Physical Settlement Matrix applies)

(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)

(xvi) Credit Events: [In respect of [Long Exposure][and][Short Exposure]:] [As per the Physical Settlement Matrix] (delete remainder if Physical Settlement Matrix applies)

[In respect of [Long Exposure][and][Short Exposure]:]

[Bankruptcy]

[Failure to Pay]

[Grace Period Extension] [Applicable][Not applicable]

[If applicable: Grace Period: [specify]]

[Obligation Default]

[Obligation Acceleration]

[Repudiation/Moratorium]

[Restructuring]

[Provisions relating to Restructuring Credit Event: Credit Linked Condition 14: [Not applicable] (only include where the intention is to disapply Credit Linked Condition 14, otherwise delete line item)]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	[Provisions relating to Multiple Holder Obligation: Credit Linked Condition 15: [Applicable][Not applicable]]
	[Restructuring Maturity Limitation and Fully Transferable Obligation: [Applicable][Not applicable]]
	[Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation: [Applicable][Not applicable]]
	[Governmental Intervention]
	<i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(a) Default Requirement:	[In respect of [Long Exposure][and][Short Exposure]:] [specify] [As set out in Credit Linked Condition 13]  <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(b) Payment Requirement:	[In respect of [Long Exposure][and][Short Exposure]:] [specify] [As set out in Credit Linked Condition 13]  <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(xvii) Credit Event Determination Date:	[In respect of [Long Exposure][and][Short Exposure]:] Notice of Publicly Available Information: [Applicable][Not applicable]  [If Applicable:  Public Source(s): [specify]  Specified Number: [specify]]  <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i>
(xviii) Obligation(s):	[In respect of [Long Exposure][and][Short Exposure]:]  (a) Obligation Category: [In respect of [Long Exposure][and][Short Exposure]:][As per the Physical Settlement Matrix][Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]  <i>(select one only)</i>
(b) Obligation Characteristics:	[In respect of [Long Exposure][and][Short Exposure]:][As per the Physical Settlement Matrix][Not Subordinated] [Specified Currency: [specify currency/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: [specify

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		<p><i>[currency]] [Not Domestic Law] [Listed] [Not Domestic Issuance]</i></p> <p><i>(select all of which apply) (For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>
(xix)	Additional Obligation(s):	<p>[In respect of [Long Exposure][and][Short Exposure]:] [specify][Not applicable]</p>
(xx)	Excluded Obligation(s):	<p>[In respect of [Long Exposure][and][Short Exposure]:] [specify][Not applicable]</p>
(xxi)	Domestic Currency:	<p>[In respect of Long Exposure and Short Exposure:] [As set out in the Credit Linked Conditions][Not applicable][specify]</p> <p><i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>
(xxii)	Merger Event:	<p>Credit Linked Condition 12: [Applicable][Not applicable] <i>(For Long/Short Credit Linked Notes, same must apply to both)</i></p> <p>[If applicable: [Merger Event Redemption Date:[specify]]]</p> <p>[Merger Event Redemption Amount: [specify]]</p>
(xxiii)	Provisions relating to Monoline Insurer Reference Entities:	<p>[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 16: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>
(xxiv)	Provisions relating to LPN Reference Entities:	<p>[In respect of [Long Exposure][and][Short Exposure]:] [Credit Linked Condition 18: [Applicable][Not applicable]][Credit Linked Condition 20 is Applicable] <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>
(xxv)	Redemption on failure to identify a Substitute Reference Obligation:	<p>[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>
(xxvi)	Subordinated European Insurance Terms:	<p>[In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] <i>(For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately)</i></p>

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(xxvii) Financial Reference Entity Terms: [In respect of [Long Exposure][and][Short Exposure]:] [Applicable][Not applicable] [Credit Linked Condition 20 is Applicable] (*For Long/Short Credit Linked Notes, if not the same for Long Exposure and Short Exposure, specify for each separately*)

(xxviii) Additional Provisions: [The [*specify additional provisions*] are applicable and for such purposes Credit Linked Condition 20 shall apply][Not applicable]

### ***Terms relating to Cash Settlement***

*(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method) (For Long/Short Credit Linked Notes repeat as necessary if different)*

[[Long]][Short] Exposure:]

(xxix) Valuation Date: [Applicable][Not applicable]  
[Single Valuation Date: [*specify*] Business Days]

[Multiple Valuation Dates: [*specify*] Business Days; and each [*specify*] Business Days thereafter; Number of Valuation Dates: [*specify*]]

(xxx) Valuation Time: [*specify*][As per Credit Linked Condition 13]

(xxxi) Indicative Quotations: [Applicable][Not applicable]

(xxxii) Quotation Method: [Bid][Offer][Mid-market][As per Credit Linked Condition 13]

(xxxiii) Quotation Amount: [*specify*][Representative Amount][Credit Linked Conditions apply]

(xxxiv) Minimum Quotation Amount: [*specify*] [As set out in Credit Linked Condition 13]

(xxxv) Quotation Dealers: [*specify*]

(xxxvi) Quotations: [Include Accrued Interest][Exclude Accrued Interest]

(xxxvii) Valuation Method: [Market][Highest]

[Average Market/Highest][Average Highest]

[Blended Market][Blended Highest]

[Average Blended Market][Average Blended Highest]

[As set out in Credit Linked Condition 13]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

### *Additional terms relating to Auction Settlement*

*(delete section and renumber if not applicable as Settlement Method or Fallback Method)  
(For Long/Short Credit Linked Notes repeat as necessary if different)*

[[Long][Short] Exposure:]

(xxxviii) Fallback Settlement Method: [Cash Settlement][Physical Delivery]

(xxxix) Successor Backstop Date subject to adjustment in accordance with Business Day Convention: [Yes][No]

(xl) Limitation Dates subject to adjustment in accordance with Business Day Convention: [Yes][No]

### *Terms relating to Physical Delivery*

*(delete section and renumber if not applicable as Settlement Method or Fallback Settlement Method but note may be needed for Auction elections in which case do not delete)*

(xli) Physical Settlement Period: [[specify] Business Days][Not applicable][As per Physical Settlement Matrix]

(xlii) Accrued Interest on Entitlement: [Include Accrued Interest][Exclude Accrued Interest][Not applicable]

(xliii) Settlement Currency: [specify][Not applicable]

(xliv) Deliverable Obligations:

(a) Deliverable Obligation Category: [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan][As per the Physical Settlement Matrix][Not applicable]

*(select one only)*

(b) Deliverable Obligation Characteristics: [Not Subordinated][Specified Currency: [specify currency/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency: [specify currency]] [Not Domestic Law] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Listed] [specify]] [Maximum Maturity: [ ] years] [Accelerated or Matured] [Not Bearer][As per the Physical Settlement Matrix] [Not applicable]

(xlv) Asset Package Delivery: [Applicable][Not Applicable] [As per Physical Settlement Matrix]

(xlvi) Additional Deliverable Obligation(s): [specify] [Not applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- |   |  |  |
|---|--|--|
| (a)   | Excluded Deliverable Obligation(s):  | [specify] [Not applicable]   |
| (b)   | Indicative Quotations:   | [Applicable][Not applicable]   |
| (c)   | Delivery provisions for Entitlement if different from General Conditions and Credit Linked Conditions: | [specify] [Not applicable]   |
| (xlvii)   | Restructuring Maturity Limitation and Fully Transferable Obligation Applicable:                        | [Applicable][Not applicable]   |
| (xlviii)  | Modified Restructuring Limitation and Conditionality Transferable Obligation Applicable:               | [Applicable][Not applicable]   |
| (xlix)  | Reference Obligation Only Termination Amount:  | [specify][Not applicable]<br><i>(To be specified for the purposes of Credit Linked Condition 21 for Reference Obligation Only Notes relating to a single Reference Entity issued pursuant to Annex 8.)</i> |
| (l)   | Qualifying Participation Seller:   | [insert] [Not applicable]  |
| <b><i>Terms relating to Zero/Set Recovery Notes</i></b>   |  |  |
| <i>(delete section and renumber if not applicable)</i>  |  |  |
| [[Long][Short] Exposure:]   |  |  |
| (li)  | Set/Zero Recovery Price:   | [Insert percentage in relation to each Reference Entity, which may be zero]  |
| <b><i>[Terms relating to Tranched Linear Basket Credit Linked Notes] [Terms related to Tranched Linear Basket Exposure]</i></b>                             |  |  |
| <i>(delete section and renumber if not applicable)</i>  |  |  |
| [[Long][Short] Exposure:]   |  |  |
| (lii)   | H:   | [Insert number of Reference Entities that are equal to the higher tranche level]   |
| (liii)  | L:   | [Insert number of Reference Entities that are equal to the lower tranche level]  |
| <i>(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Linear Basket Exposure, repeat as necessary)</i> |  |  |

## **FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES**

*[Terms relating to Tranched Index Credit Linked Notes][Terms related to Tranched Index Exposure]:*

*(delete section and renumber if not applicable)*

[[Long]][Short] Exposure:]

(liv) Attachment Point: [specify]

(lv) Exhaustion Point: [specify]

(lvi) Determination of Aggregate Loss [Zero Recovery][FP Recovery]  
Percentage:

*(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Tranched Index Exposure, repeat as necessary)*

*[Terms relating to Basket Tranched Index Credit Linked Notes][Terms related to Basket Tranched Index Exposure]:*

*(Repeat in respect of each Basket Tranched Index Component or use Basket Tranched Index Component Numbering as appropriate)*

*(delete section and renumber if not applicable)*

[[Long]][Short] Exposure:]

(lvii) Basket Tranched Index Components: The following Basket Tranched Index Component(s) [(k)] (from [k] = 1 to [[k]=[specify]]) will apply:

For [k]=1 Index:[specify]

For [k]=[specify] Index:[specify]

*(repeat as necessary)*

*(See paragraphs 40(i)(d) and (e) above)*

(lviii) Exhaustion Point: For Basket Tranched Index Component [k]=1:[specify]

For Basket Tranched Index Component [k]=[specify]: [specify]

(lix) Component Weighting: For Basket Tranched Index Component [k]=1:[specify]

For Basket Tranched Index Component [k]=[specify]: [specify]

(lx) Determination of Aggregate Loss Percentage: For Basket Tranched Index Component [k]=[ ] [Zero Recovery][FP Recovery]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(For Long/Short Credit Linked Notes where the Long Exposure and/or Short Exposure references a Basket Tranched Index Exposure, repeat as necessary)

### Terms relating to Long/Short Credit Linked Notes:

- (lxii) Long Exposure: [specify] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Tranched Linear Basket Exposure] [Non-Tranched Index Exposure] [Tranched Linear Basket Exposure] [Tranched Index Exposure] or [Basket Tranched Index Exposure]
- (lxiii) Short Exposure: [specify] [Single Reference Entity Exposure] [First-to-Default Exposure] [Nth-to-Default Exposure] [Non-Tranched Linear Basket Exposure] [Non-Tranched Index Exposure] [Tranched Linear Basket Exposure] [Tranched Index Exposure] or [Basket Tranched Index Exposure]
- (lxiv) Long Nominal Exposure Percentage: [specify]
- (lxv) Short Nominal Exposure Percentage: [specify]
- (lxvi) LLM: [specify] [Not applicable]
- (lxvii) SLM: [specify] [Not applicable]
- (lxviii) [Determination of Aggregate Loss Percentage:] [[Zero Recovery][FP Recovery]] (Delete if Long Exposure or Short Exposure is neither Tranched Index Exposure nor Basket Tranched Index Exposure)

### 41. Foreign Exchange (FX) Rate Linked Redemption:

[Applicable][Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(In respect of Credit Linked Notes) [, subject to the provisions of the paragraph "Credit Linked Interest/Redemption" and the Credit Linked Conditions]

- (i) Base Currency: [specify][Not applicable][For Reference Item[(k)]: [insert]]
- (ii) Subject Currency/Currencies: [specify][Not applicable][For Reference Item[(k)]: [insert]] [and EM Foreign Exchange Rate Provisions apply to such Subject Currency]
- (iii) [Strike Date] [Strike Period and Strike Days]: [specify][Not applicable] [specify applicable Strike Days in the period if applicable]
- (iv) Averaging: [Not applicable][Averaging [applies] to the Notes]. [The Averaging Dates are [specify].] [See paragraph [specify] above][see table below]
- [In the event that an Averaging Date is a Disrupted Day, [Omission][Postponement][Modified Postponement] will

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		apply]
(v)	[Redemption Date(s)][Redemption Period(s)]:	Valuation Valuation [specify][Not applicable]
(vi)	[Observation Date(s)][Observation Period]:	[specify][Not applicable][See table above] [In the event that an Observation Date is a Disrupted Day [Omission][Postponement][Modified Postponement] will apply.]
(vii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions do not apply to a Settlement Currency:	[Applicable [in respect of][specify Subject Currencies to which these provisions apply where there is a Basket]][Not applicable] <i>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)</i>
	(a) Relevant Screen Page:	[specify][Not applicable]
	(b) Price Source:	[specify]
	(c) Valuation Time:	[specify]
	(d) Disruption Events:	[Price Source Disruption] [Illiquidity Disruption] [Dual Exchange Rate] [General Inconvertibility] [General Non-Transferability] [Material Change in Circumstance] [Nationalisation] <i>(Specify in respect of each Subject Currency where Non-EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different Disruption Events (or components thereof) also apply thereto)</i>
	(e) [Specified Maximum Days of Disruption:]	[specify][five][Scheduled Trading Days][Not applicable]
(viii)	Provisions applicable where EM Foreign Exchange (FX) Rate Provisions apply:	[Applicable [in respect of][specify Subject Currencies to which these provisions apply where there is a Basket]][Not applicable] <i>(Where applicable for more than one Subject Currency, complete as relevant for each such Subject Currency)</i>
	(a) Provisions applicable to determining the Settlement Price:	For the purpose of the definition of Settlement Price in Foreign Exchange (FX) Rate Linked Note Condition 7 [and [specify the relevant Subject Currency where more than one Subject Currency]: EM FX Price Source: [specify] EM Valuation Time: [specify]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

EM Scheduled Trading Day Jurisdiction: [specify]

- (b) EM Disruption Events: [Price Source Disruption]  
[Illiquidity Disruption]  
[Dual Exchange Rate]  
[General Inconvertibility]  
[General Non-Transferability]  
[Material Change in Circumstance]  
[Nationalisation]  
[Price Materiality, where:  
EM Price Materiality Percentage: [specify][3] per cent.  
EM Primary Rate: [specify][The rate determined as set out in the definition of Settlement Price]  
EM Secondary Rate: [specify][[EM First Fallback Reference Price [and]][EM Second Fallback Reference Price]]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Events (or components thereof) also apply thereto)*
- (c) EM Disruption Fallbacks: [EM Calculation Agent Determination]  
[EM First Fallback Reference Price, where:  
First Fallback EM FX Price Source: [specify]  
First Fallback EM Valuation Time: [specify]  
First Fallback EM Number of Settlement Days: [specify]]  
[EM Second Fallback Reference Price, where:  
Second Fallback EM FX Price Source: [specify]  
Second Fallback EM Valuation Time: [specify]  
Second Fallback EM Number of Settlement Days: [specify]]  
[EM Valuation Postponement]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (d) EM Maximum Days of Postponement: [specify]  
*(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)*
- (e) EM Cumulative Events: [Not applicable][Applicable and EM Maximum Cumulative

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		Days of Postponement means [specify] <i>(Specify in respect of each Subject Currency where EM Foreign Exchange (FX) Rate Provisions apply to more than one such Subject Currency and different EM Disruption Fallbacks (or components thereof) also apply thereto)</i>
(f)	EM Number of Settlement Days:	[Two][Zero][specify other] [where SER Settlement Day Centre(s) means [specify]]
(g)	EM Number of Postponement Settlement Days:	[[Two][specify]] [Business Days][EM Settlement Days] [specify]
(ix)	Additional Disruption Events:	[Not applicable] [As per the Foreign Exchange (FX) Rate Linked Conditions] [The following Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i>  [Change in Law: Not applicable]  [Hedging Disruption]  [Increased Cost of Hedging]
(x)	Delayed Redemption on the Occurrence of a Disruption Event:	[Applicable][Not applicable]
<b>42. Reference Item Rate Linked Redemption:</b>		[Applicable][Not applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
		[The [Floating][Fixed] Rate Note Provisions shall apply for the purpose of determining the Reference Item Rate on the basis of elections in this paragraph.]  <i>(If more than one Reference Rate is to be determined, include the following language: "Reference Rate [specify] is as follows:" and repeat items (i) to (vi) below for each such Reference Item Rate)</i>
(i)	Screen-Rate Determination:	[Applicable][Not applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
(a)	Reference Item Rate:	[specify period][month][year][LIBOR][EURIBOR][CMS Rate with a Designated Maturity of [insert years]][specify Government Bond Yield Rate][specify TEC Rate][with a Designated Maturity of [insert years]]
(b)	Valuation Date(s):	[specify]  <i>(e.g. 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 and the second day on which the</i>

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

		<i>TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR). Where the Rate of Interest is being used other than for a Floating Rate Note, ensure that this is not specified in respect of an Interest Period and the relevant Range Accrual Day may be specified where relevant for Range Accrual Notes</i>
(c)	Valuation Time:	[specify]  (which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)
(d)	Relevant Screen Page:	[specify]  (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)
(ii)	ISDA Determination:	[Applicable][Not Applicable] (If not applicable, delete the remaining sub-paragraph of this paragraph)
(a)	Floating Rate Option:	[specify]
(b)	Designated Maturity:	[specify]
(c)	Reset Date:	[specify]
(iii)	Reference Spread:	[Reference Item Rate 1 minus Reference Item Rate 2][Not applicable]  [See paragraph [specify][above][below]]
(iv)	Redemption Date(s)/Period(s):	Valuation [specify][Not applicable]
(v)	Range Accrual Cut-Off Date:	[specify][See paragraph [specify][above][below]]
(vi)	Business Days:	As used in this item and for the purpose of determining the Reference Item Rate only, " <b>Business Day</b> " means [a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in [specify] [A Target Settlement Day][ [a "U.S. Government Securities Business Day", being any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.)  [Not applicable]
43.	Combination Note Redemption:	[Applicable][Not applicable]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(Applicable in relation to Reference Item Notes linked to a combination of types of Reference Items)

(If applicable, complete relevant prompts from Paragraphs 35 to 42 above)

- 44. Provisions applicable to Instalment Notes:** [Applicable][Not applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Instalment Amounts: [specify] [per Calculation Amount]  
[The Credit Linked Conditions are [not] applicable to the [first, second, etc] Instalment Amount(s)][Note: include where the Notes are Credit Linked Instalment Notes but where the Instalment Amounts are not subject to the Credit Linked provisions]  
(repeat as necessary)
- (ii) Instalment Dates: [specify]
- 45. Provisions applicable to Physical Delivery:** [Applicable][in accordance with Credit Linked Conditions and paragraph [40] above] [where the Issuer has exercised its option to vary settlement pursuant to the application of Variation of Settlement per paragraph 47 below][Not applicable]  
(If not applicable or the Notes are Credit Linked Notes to which Credit Linked Redemption is applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Entitlement Amount: [Insert formula, relevant value(s) and other related definitions from Payout Condition 4][A nominal amount of the Relevant Asset equal to [specify]] [An amount per Calculation Amount equal to [specify]]
- (ii) Relevant Asset(s): [specify]  
(for bonds, include the following as applicable:  
[ISIN: [specify]]  
[Issuer: [specify]]  
[Maturity: [specify]]  
[Coupon: [specify]])
- (iii) Unwind Costs: [Applicable:[specify]][Standard Unwind Costs][Not applicable]
- (iv) Cut-off Date: [specify][As specified in General Condition 5(b)]
- (v) Settlement Business Day(s): [specify]
- (vi) Delivery Agent: [Banco Bilbao Vizcaya Argentaria, S.A.][Dealer][specify] of [specify address]

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- (vii) Assessed Value Payment Amount: [Applicable][Not applicable]
- (viii) Failure to Deliver due to Illiquidity: [Applicable][Not applicable]
- 46. Provisions applicable to Partly Paid Notes:** [Applicable in accordance with General Condition 6(g)][Not applicable]  
[(The Notes will be subscribed at the Part Payment Amount(s) and on the Part Payment Date(s) specified in paragraph 4 above to the account specified to the noteholders for such purpose by the Paying Agent on behalf of the Issuer. Noteholders shall make available to the Paying Agent the funds [five] Business Days prior to the dates specified in paragraph 4 above.)]  
*(Applicable in relation to Partly Paid Notes)*
- 47. Variation of Settlement:** The Issuer [has][does not have] the option to vary settlement in respect of the Notes as set out in General Condition 5(b)(ii) [The minimum period of notice is [specify]][and][the maximum period of notice is [specify]]
- 48. Payment Disruption Event:** [Applicable][Not applicable]

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 49. Form of Notes:** [Book-Entry Notes: [Uncertificated, dematerialised book-entry form notes (anotaciones en cuenta) registered with Iberclear][other] [as managing entity of the Central Registry][other registry]][other].  
[Bearer Notes:  
[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]<sup>19</sup>  
[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date]<sup>20</sup>  
[Permanent Bearer Global Note exchangeable for definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]]<sup>21</sup>

<sup>19</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

<sup>20</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

<sup>21</sup> In relation to any Tranche of Notes which are expressed to be issued in denominations of EUR100,000 and integral multiples of EUR 1,000 the Global Note will not be exchangeable at the option of the holder.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

[Registered Notes:

[Regulation S Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]]][Registered Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Rule 144A Global Note [*specify nominal amount*] registered in the name of a nominee for DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))][Definitive IAI Registered Notes [*specify nominal amounts*]][Registered Notes in definitive form [*specify nominal amounts*]]][3(a)(2) Global Note [*specify nominal amount*] registered in the name of a nominee for [DTC/ a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))]

[CREST Depository Instruments:

CREST Depository Interests ("CREST Depository Interests") representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited ("CREST").]

- 50. New Global Note:<sup>22</sup>** [Yes][No] (Note that Book-Entry Notes are not New Global Notes)
- 51. a. Financial Centre(s):** [Not applicable][*give details*]
- (ii) **Additional Business Centre(s):** [Not applicable] [*Note that this paragraph relates to the place of payment and not interest period end dates. All relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target*]
- 52. Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):** [Yes as the Notes have more than 27 Coupon payments, Talons may be required if, on exchange into definitive form, more than 27 Coupons are still to be made][No]
- 53. Redenomination, renominalisation and reconventioning provisions:** [Not applicable][The provisions in General Condition 8 apply]  
[Only applicable for Notes denominated in European currency except for Euro]

<sup>22</sup>

You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

- 54. Prohibition of Sales to EEA Retail Investors:** [Applicable][Not applicable]  
*(If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified)*
- 55. Prohibition of Sales to UK Retail Investors:** [Applicable][Not applicable]  
*(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*
- 56. Sales outside EEA and UK only:** [Applicable][Not applicable]

### [RESPONSIBILITY]

[The Issuer and the Guarantor accept responsibility for the information contained in these Pricing Supplement and declare that the information contained in these Pricing Supplement is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. [Insert relevant third party information] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced inaccurate or misleading.]<sup>23</sup>

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

Signed on behalf of the Guarantor:

By: \_\_\_\_\_

Duly authorised

<sup>23</sup>

Insert only where the Notes are going to be listed in the Euro MTF Market of the Luxembourg Stock Exchange

## **FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES**

### **PART B -OTHER INFORMATION**

#### **1 Listing and Admission to Trading**

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on [the official list of] [the Euro MTF Market of the Luxembourg Stock Exchange] [Vienna MTF of the Vienna Stock Exchange] [specify] [and] [admitted to trading on [the Euro MTF Market of the Luxembourg Stock Exchange] [Vienna MTF of the Vienna Stock Exchange] [specify] with effect from [the Issue Date] [specify]].

*(insert specific language required by Stock Exchange/Listing Authority)*

#### **2 Ratings**

Ratings: [The Notes have not been rated.]

[The Notes to be issued [[have been][are expected to be]] rated:]

[S&P Global:\*[*specify*]]

[Moody's:\*[*specify*]]

[Other\*]: [*specify*]

#### **3 Interests of Natural and Legal Persons Involved in the Issue**

*(Description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. This may be satisfied by the inclusion of the following statement:)*

- (i) Save for any fee paid to the Dealer (if applicable, such fee shall be as set out in paragraph 4 below) [and/or any fee or other inducement paid to the distributor (if any)], so far as the Issuer is aware no person involved in the offer of the Notes has an interest material to the offer. [For specific and detailed information on the nature and quantity of the fee or inducement paid to the distributor (if any) the investor should contact the distributor.]
- (ii) Dealer commission [Specify]//[Not applicable]

#### **4 Estimated Net Proceeds and Total Expenses**

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

	(i) Estimated net proceeds:	[specify] [See "Use of Proceeds" wording in Base Prospectus] [Green Projects][Social Projects][Sustainability Projects][Sustainable Portfolio] [specify]
<b>5</b>	<b>[Performance of [Index][Share][Inflation][Foreign Exchange Rate][ETF][Fund][Reference Entity/Entities][Formula][Reference Item Rate], Explanation of Effect on Value of Investment and Other Information concerning the Underlying<sup>66</sup>]</b>	<i>(Need to include details of where past and future performance and volatility of the index/formula/commodity/rates/reference entity/exchange traded fund/fund/other variable can be obtained and a clear and comprehensive explanation.)</i>
		<i>[Where the underlying is an index, include the name of the index and details of where the information about the index can be obtained.]</i>
		<i>[Where the underlying is a security, include the name of the issuer of the security and the ISIN or equivalent identification number.]</i>
		<i>[Where the underlying is a basket of underlying, include the relevant weightings of each underlying in the basket.]</i>
		<i>[Where the underlying is a Reference Entity or a Reference Obligation, include the name of the Reference Entity, its address, country of incorporation, industry or industries in which the Reference Entity (or the issuer of the Reference Obligation) operates and the name of the market in which its securities are admitted<sup>67</sup>]</i>
		<i>(Need to include a description of any market disruption or settlement disruption events that affect the underlying and any adjustment rules in relation to events concerning the underlying (if applicable).)</i>
		<i>The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information]</i>
<b>6</b>	<b>Operational Information</b>	
	(i) ISIN Code:	[specify]
	(ii) Common Code:	[specify]
	(iii) CUSIP:	[specify][Not applicable]
	(iv) Other Code(s):	[specify][Not applicable]
	(a) Valoren Code:	[specify][Not applicable]]
	(b) CFI: <sup>68</sup>	[specify][Not applicable]]
	(c) FISN: <sup>68</sup>	[specify][Not applicable]]
	(v) Any clearing system(s) other than Iberclear, Euroclear, Clearstream Luxembourg and the DTC approved by	[Not applicable][give name(s)][The Notes will also be eligible for CREST via the issue of CREST Depository

<sup>66</sup> Insert only where the Notes are going to be listed in Euro MTF Market of the Luxembourg Stock Exchange and are derivative securities

<sup>67</sup> Include when the Reference Entity or the Issuer of the Reference Obligation has securities already admitted to trading on a regulated market, equivalent third country market or SME Growth Market and the Credit Linked Note comprises of a single Reference Entity or Obligation or in case of a pool of Reference Entities or Obligation in which the Reference Entity or the Reference Obligation represents a 20% or more of the pool.

<sup>68</sup> Only to be included if required by the relevant stock exchange for reference data reporting purposes.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

the Issuer and the Principal Paying Agent and the relevant identification number(s):

- (vi) Delivery: [Delivery [against][free of] payment] [Not applicable]
- (vii) Additional Paying Agent(s) (if any): [specify][Not applicable]
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as Common Safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper,] [include this text for registered Notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- [No.][Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper,][include this text for registered notes]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

*(NB if "yes" selected the bearer Notes must be issued in NGN form)*

## 7 DISTRIBUTION

- 7.1** Method of distribution: [Syndicated][Non-syndicated] (if non-syndicated delete paragraph 7.2)
- 7.2** (i) If syndicated, names [and addresses] of Managers [and underwriting commitments/quotas (material features): [Not applicable][give names [and addresses] of each entity acting as underwriter [and its respective underwriting commitments]]
- (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. Where not all of the issue is underwritten, please include information about portion not covered)*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(ii) Date/Description of Subscription [insert details][Not applicable]  
Agreement:

(iii) Stabilisation Manager(s) (if any): [Not applicable][give name]

**7.3** If non-syndicated, name [Not applicable][*give name [and address]*]  
[and address] of relevant  
Dealer:

[No underwriting commitment is undertaken by the Distributor.]

**7.4** [U.S. Selling [The Notes are only for offer and sale outside the United States in offshore transactions to persons that are not U.S. persons in reliance on Regulation S under the Securities Act and may not be offered, sold, transferred, pledged, delivered, redeemed, directly or indirectly, at any time within the United States or to, or for the account or benefit of, or by, any U.S. person.

Each initial purchaser of the Notes and each subsequent purchaser or transferee of the Notes shall be deemed to have agreed with the issuer or the seller of such Securities that (i) it will not at any time offer, sell, resell or deliver, directly or indirectly, such Securities so purchased 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 and (ii) it is not purchasing any Securities for the account or benefit of any U.S. person.]

(include the preceding two paragraphs for issuance of Bearer Notes pursuant to Regulation S)

[No Notes may be offered, sold, pledged, or otherwise transferred except (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that has become effective under the Securities Act of 1933, as amended (the "**Securities Act**"), (iii) to a "Qualified Institutional Buyer" (within the meaning of Rule 144A under the Securities Act ("**Rule 144A**") in compliance with Rule 144A, who is also a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended (the "**1940 Act**") and the rules and regulations thereunder ("**QP**"), (iv) to a person that is not a U.S. person in an offshore transaction complying with the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act or (v) pursuant to an exemption from registration under the Securities Act (if available).]

<sup>69</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(include the preceding paragraph for issuance of Registered Global Notes by BBVA Global Markets B.V. pursuant to Rule 144A)

[No Notes may be offered, sold, pledged, or otherwise transferred except (i) to the Issuer or any subsidiary thereof, (ii) pursuant to a registration statement that has become effective under the Securities Act of 1933, as amended (the "Securities Act"), (iii) to a "Qualified Institutional Buyer" (within the meaning of Rule 144A under the Securities Act ("Rule 144A")) in compliance with Rule 144A, (iv) to a person that is not a U.S. person in an offshore transaction complying with the requirements of Rule 903 or Rule 904 of Regulation S under the Securities Act or (v) pursuant to an exemption from registration under the Securities Act (if available).]

(include the preceding paragraph for issuance of Registered Global Notes by BBVA Global Securities B.V. pursuant to Rule 144A)

The Notes and the guarantee thereof will be offered pursuant to an exemption from registration provided by Section 3(a)(2) of the Securities Act. The Notes and the guarantee thereof are not required to be, and have not been, registered under the Securities Act or with any governmental authority. No Notes may be offered, sold, pledged, or otherwise transferred except to (i) the Issuer or any subsidiary thereof or (ii) an "Accredited Investor" (within the meaning of Rule 501(a) under the Securities Act of 1933, as amended).

(include the preceding paragraph for issuances of 3(a)(2) Notes)

Reg. S Compliance Category [2]; [TEFRA D][TEFRA C][TEFRA not applicable] (NB: *Notes which will be represented by CREST Depository Interests to be TEFRA C*)

[The Notes are Specified Securities (within the meaning of Section 6045(g)(3)(B) of the United States Code] (Include where necessary for the purposes of the HIRE Act)

### 7.5 U.S. "Original Issue Discount" Legend<sup>70</sup>

[Not applicable] [FOR PURPOSES OF ORIGINAL ISSUE DISCOUNT RULES UNDER THE UNITED STATES INTERNAL REVENUE CODE OF 1986, THIS NOTE HAS ORIGINAL ISSUE DISCOUNT OF [currency][amount] PER EACH [currency][amount] OF NOMINAL AMOUNT OF THIS NOTE; THE ISSUE PRICE OF THIS NOTE IS [currency][amount]; THE ISSUE DATE IS [date]; AND THE YIELD TO MATURITY (COMPOUNDED [semi-annually]) IS [yield].]

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<sup>70</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

(include the preceding legend if the Notes are to be issued pursuant to Rule 144A and are issued with an "original issue discount" for U.S. federal income tax purposes).

### 8 [Index/Other Disclaimer<sup>71</sup>

[The Notes are not sponsored, recommended, endorsed, sold or promoted by the Index or the Index Sponsor. The Index Sponsor does not make any representations, whether express or implied, regarding the results to be obtained from using their Index or the level at which an Index may stand at any particular time or any particular date or otherwise, nor its suitability. Further, the Index Sponsor will not have any liability (whether in negligence or otherwise) for any inaccuracy in the data on which the Index is based, for any mistakes, errors, or omissions in the calculation and/or dissemination of the Index, or for the manner in which it is applied in the Notes or the offering thereof. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. None of the Issuer 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, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

*(Insert unless the relevant Index has a bespoke disclaimer, in which case, substitute for such bespoke disclaimer)*

#### [IHS Markit Index Disclaimer

The Index Annex which is specified in the Pricing Supplement in relation to the Notes (for the purposes of this disclaimer only, a "Credit Index"), is the property of Markit Indices Limited (the "Index Sponsor") and has been licensed for use in connection with the Notes. Each of the Noteholders acknowledges and agrees that the Notes are not sponsored, endorsed, or promoted by the Index Sponsor. The Index Sponsor makes no representation whatsoever, whether express or implied, and hereby expressly disclaims all warranties (including, without limitation, those of the merchantability or fitness for a particular purpose or use), with respect to the Credit Index or any data included therein or relating thereto, and in particular disclaims any warranty either as to the quality, accuracy and/or completeness of the Credit Index or any data included therein, the results obtained from the use of the Credit Index and/or the composition of the Credit Index at any particular time on any particular date or otherwise and/or the creditworthiness of any entity, or the likelihood of the occurrence of a credit event or similar event (however defined) with respect to an obligation, in the Credit Index at any particular time on any particular date or otherwise. The Index Sponsor shall not be liable (whether in negligence or otherwise) to the parties or any other person for any error in the Credit Index, and the Index Sponsor is under no obligation to advise the parties or any person of any error therein. The Index Sponsor makes no representation whatsoever, whether express or implied, as to the advisability of purchasing or selling the Notes, the ability of the Credit Index to track relevant markets' performances, or otherwise relating to the Credit Index or any transaction or product with respect thereto, or of assuming any risks in connection therewith. The Index Sponsor has no obligation to take the needs of any party into consideration in determining, composing or calculating the Credit Index. No party purchasing or selling the Notes, nor the Index Sponsor shall have any liability to any party for any act or failure to act by the Index Sponsor in connection with the determination, adjustment, calculation or maintenance of the Credit Index. "iTraxx®", "Markit iTraxx® Europe" and any other Index using the title "Markit iTraxx® Europe" are service marks of Markit Indices Limited and have been licensed for use by the Issuer.]

### 9 [U.S. Taxation<sup>72</sup>

We intend to treat the Notes as [INSERT RELEVANT TAX TREATMENT] for U.S. federal income tax purposes. For a discussion of certain U.S. federal income tax consequences of holding and disposing of the Notes, a U.S. investor should review carefully the sections entitled "Taxation—United States Federal

<sup>71</sup> Delete this section 8 if not required

<sup>72</sup> Insert Section 9 only in the case of 3(a)(2) Notes.

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*Taxation—Tax Consequences to U.S. Holders*—[INSERT RELEVANT CROSS REFERENCE(S)]" and "*Taxation—United States Federal Taxation—Tax Consequences to U.S. Holders—General Considerations*" in the Base Prospectus. A non-U.S. investor should review carefully the section entitled "*Taxation—United States Federal Taxation—Tax Consequences to Non-U.S. Holders*" in the Base Prospectus.

[The comparable yield and projected payment schedule with respect to a Note can be obtained by contacting [BBVA] at [INSERT EMAIL ADDRESS AND/OR PHONE NUMBER]]<sup>73</sup>

[Based on the treatment set forth under "*Taxation—United States Federal Taxation—Tax Consequences to U.S. Holders—Notes Treated as Put Rights and Deposits*," we have determined that the Yield on the Deposit is [XXXX]% per annum, paid [monthly], and the remaining portion of the coupon payments on the Notes is attributable to the Put Premium.]<sup>74</sup>

[[The Issuer is only offering to and selling to the Dealer(s) pursuant to and in accordance with the terms of the [Programme Agreement]. All sales to persons other than the Dealer(s) will be made by the Dealer(s) or persons to whom they sell, and/or otherwise make arrangements with, including the Financial Intermediaries. The Issuer shall not be liable for any offers, sales or purchase of Notes by the Dealer(s) or Financial Intermediaries in accordance with the arrangements in place between any such Dealer or any such Financial Intermediary and its customers.]

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<sup>73</sup> Include only for Contingent Payment Notes and Foreign Currency Contingent Payment Notes.

<sup>74</sup> Include only for non-principal protected Notes that pay fixed coupons and do not provide for upside.

**FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)**

**FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)**

*Set out below is the form of Pricing Supplement for Exempt Notes which may be completed for each Fungible Tranche of Bearer Notes issued under the Programme.*<sup>75</sup>

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF THE NOTES DESCRIBED BELOW**

[Date]

**[BBVA GLOBAL MARKETS B.V.**

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)  
(as “Issuer”)*

Legal Entity Identifier ("LEI"): 213800L2COK1WB5Q3Z55]<sup>76</sup>

**[BBVA GLOBAL SECURITIES B.V.**

*(a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under Dutch law with its seat in Amsterdam, the Netherlands but its tax residency in Spain)  
(as “Issuer”)*

Legal Entity Identifier ("LEI"): 7245002K0ECNIA1YTU43]<sup>77</sup>

Issue of [Nominal Amount of Tranche] [Title of Notes] (“Tranche Notes”) to be consolidated, become fungible and for a single series with [Nominal Amount of Series] [Title of Notes] (the “Original Notes”) [ISIN Code:]

under the €4,000,000,000

Structured Medium Term Note Programme

guaranteed by

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

*(incorporated with limited liability in Spain)  
(as “Guarantor”)*

This Fungible Tranche Pricing Supplement has been prepared for the issuance of [Nominal Amount of Tranche] [Title of Notes] to be consolidated, become fungible and form a single Series with Series [Nominal Amount of Series] [Title of Notes] (the “Original Notes”)

The terms and conditions, selling restrictions and any other information set out in the Pricing Supplement for the Original Notes (together with any additional tranches thereof) annexed hereto, shall apply to this Tranche of Notes.

The Tranche specific terms applicable to these Tranche Notes are set out below and shall amend and replace the equivalent terms in the Pricing Supplement of the Original Notes for the purpose of this Tranche.

- |    |      |   |   |
|----|------|---|---|
| 1. | (i)  | Tranche Number:   | [specify]   |
|    | (ii) | Date of which the Notes will be consolidated and form a Single Series | The Notes will be consolidated, become fungible and form a single series with the Original Notes on [the Tranche Issue Date][exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [5] below, which is expected to occur on or about [date] (the “Consolidation Date”)] |

<sup>75</sup> Delete when completing the fungible tranche Pricing Supplement for further issuances of Exempt Notes in bearer form.

<sup>76</sup> Insert for Notes issued by BBVA Global Markets B.V.

<sup>77</sup> Insert for Notes issued by BBVA Global Securities B.V.

**FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)**

**2. Aggregate Nominal Amount**

(i) Tranche [specify]

(ii) Series [specify]

**3. Issue Price:** [specify] per cent. of the Aggregate Nominal Amount of the Tranche

**4.** (i) Issue Date: [specify]

(ii) Interest Commencement Date: [specify]

(iii) Trade Date: [specify]

**5. Form of Notes:** Bearer Notes:

[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes only upon an Exchange Event excluding the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]

[Permanent Bearer Global Note exchangeable for definitive Notes only upon an Exchange Event [including/excluding] the exchange event described in paragraph (iii) of the definition in the Permanent Global Note]

**RESPONSIBILITY**

The Issuer and the Guarantor accept responsibility for the information contained in these Fungible Tranche Pricing Supplement and declare that the information contained in these Fungible Tranche Pricing Supplement is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.<sup>78</sup>

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

Signed on behalf of the Guarantor:

By: \_\_\_\_\_

Duly authorised

<sup>78</sup>

Insert only where the Notes are going to be listed in the Euro MTF Market of the Luxembourg Stock Exchange.

**FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)**

**OTHER TRANCHE INFORMATION**

- |   |   |
|---|---|
| <b>1 Listing and Admission to trading</b> | Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Tranche Notes to be listed on [the official list of] [the Euro MTF Market of the Luxembourg Stock Exchange] [Vienna MTF of the Vienna Stock Exchange] [specify] [and] [admitted to trading on [the Euro MTF Market of the Luxembourg Stock Exchange] [Vienna MTF of the Vienna Stock Exchange] [specify] with effect from [the Tranche Issue Date] [specify]. |
| <b>2 Estimated Net Proceeds</b>           | [specify]   |
| <b>3 Operational Information</b>          |   |
| (i) ISIN Code:                            | [specify] [up to and excluding the Consolidation Date and from, and including, the Consolidation Date [specify]]  |
| (ii) Common Code:                         | [specify] [up to and excluding the Consolidation Date and from, and including, the Consolidation Date [specify]]  |
| (iii) Other Code(s):                      | [specify] [up to and excluding the Consolidation Date and from, and including, the Consolidation Date [specify]][Not applicable]  |
| (iv) Delivery:                            | [Delivery [against][free of] payment]   |

**FORM OF FUNGIBLE TRANCHE PRICING SUPPLEMENT FOR EXEMPT NOTES (BEARER FORM)**

**ANNEX**

*(Insert the Pricing Supplement for the Original Notes together with any additional tranches thereof)*

## USE OF PROCEEDS

### USE OF PROCEEDS

The net proceeds from each issue of Notes will be deposited with the Guarantor.

The net proceeds from each issue will be used for loans and/or investments extended to, or made in, other companies and entities belonging to the Group (for this purpose, as defined in section 3:2 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) ("FMSA").

In addition, where the "Reasons for the Offer" in paragraph 4 of Part B of the applicable Issue Terms are stated to be for "green", "social" or "sustainability" purposes, or for the "maintenance of a Sustainable Portfolio" as described in this "Use of Proceeds" section the net proceeds from each such issue of Sustainable Notes will be used as so described. If specified otherwise in the applicable Issue Terms, the net proceeds from the issue of the relevant Notes will be used as so specified.

Sustainable Notes issued under the Programme may be subject to the Guarantor's Sustainable Development Goals (SDGs) Bond Framework (April 2018) published on its website (<https://shareholdersandinvestors.bbva.com>) (including as amended, supplemented, restated or otherwise updated on such website from time to time, the "SDGs Bond Framework")) (the "SDG Notes") or to the Guarantor's Sustainable Transaction Banking Framework (December 2019) published on its website (available as at the date of this Base Prospectus at <https://shareholdersandinvestors.bbva.com>), the "Sustainable Transaction Banking Framework" (the "ESG-Linked Notes").

For any Sustainable Notes, an amount equal to the net proceeds from each issue of Sustainable Notes will be separately identified and applied by the Guarantor in:

- (i) for the SDG Notes, financing or refinancing on a portfolio basis Green Projects and/or Social Projects (each as defined below and further described in the SDGs Bond Framework) (together, the "Sustainability Projects"), including the financing of new or future Sustainability Projects, and the refinancing of existing and on-going Sustainability Projects where originally financed within three years of the issue of the relevant Notes, all in accordance with the SDGs Bond Framework. In the case of Green Notes, such financing or refinancing shall be of Green Projects, in the case of Social Notes, such financing or refinancing shall be of Social Projects and, in the case of Sustainability Notes, such financing or refinancing shall be of Green Projects and Social Projects.

"**Green Projects**" are projects where at least 80 per cent. of (i) the principal amount financed is for the financing of activities falling or (ii) the business of the borrower in respect of the relevant project falls, under the "green eligible categories" described in the SDGs Bond Framework of energy efficiency, sustainable transport, water, waste management and/or renewable energy, each as further described in the SDGs Bond Framework, and, at any time, include any other "green" projects in accordance with any update of the ICMA Green Bond Principles at such time.

The "**ICMA Green Bond Principles**", at any time, are the Green Bond Principles published by the International Capital Markets Association at such time, which as of the date of this Base Prospectus are the Green Bond Principles 2018 (<https://www.icmagroup.org/green-social-and-sustainability-bonds/green-bondprinciplesgbp/>).

"**Social Projects**" are projects where at least 80 per cent. of (i) the principal amount financed is for the financing of activities falling or (ii) the business of the borrower in respect of the relevant project falls, under the "social eligible categories" described in the SDGs Bond Framework of healthcare, education, SME financing and microfinancing, and/or affordable housing, each as further described in the SDGs Bond Framework, and, at any time, include any other "social" projects in accordance with any update of the ICMA Social Bond Principles at such time.

The "**ICMA Social Bond Principles**", at any time, are the Social Bond Principles published by the International Capital Markets Association at such time, which as of the date of this Base Prospectus are the Social Bond Principles 2020 (<https://www.icmagroup.org/assets/documents/Regulatory/Green-Bonds/June2020/Social-Bond-PrinciplesJune-2020-090620.pdf>). The proceeds of any SDG Notes will not be used to finance nuclear power generation, large scale (above 20 megawatt) dam, defence, mining, carbon related or oil and gas activities.

Pending the application of any net proceeds of SDG Notes in financing or refinancing the

## USE OF PROCEEDS

relevant Sustainability Projects, such proceeds will be applied by the Guarantor on the same basis as for the management of its liquidity portfolio. The Guarantor will endeavour to apply a percentage of the net proceeds of any SDG Notes in financing Sustainability Projects originated in the year of issue of such SDG Notes. In the event that any Sustainability Project to which the net proceeds of any SDG Notes are allocated, ceases or will cease to comply with the relevant categories for such Sustainability Project to constitute a Green Project or a Social Project, as the case may be, the Guarantor will substitute that Sustainability Project within the relevant portfolio for a compliant Sustainability Project.

Annually, the Guarantor will publish a report on its website (<https://shareholdersandinvestors.bbva.com>) in respect of that Series of SDG Notes as described in the SDGs Bond Framework.

The Guarantor has obtained an independent verification assessment from DNV GL Business Assurance Services Limited in respect of the SDGs Bond Framework. This independent verification assessment is published on the Guarantor's website (<https://shareholdersandinvestors.bbva.com>). The Guarantor further intends to obtain an independent verification assessment from an external verifier for each benchmark Series of SDG Notes it issues and will publish that verification assessment on its website (<https://shareholdersandinvestors.bbva.com>). In addition, the Guarantor may request, on an annual basis starting one year after the issue of each Series of SDG Notes and until maturity (or until redemption in full), a limited assurance report of the allocation of the net proceeds of those SDG Notes to Green Projects and/or Social Projects, as the case may be, which may be provided by its external auditor or another suitably qualified provider and published on its website (<https://shareholdersandinvestors.bbva.com>).

Neither the SDGs Bond Framework, nor any of the above reports, verification assessments or contents of any of the above websites are incorporated in or form part of this Base Prospectus.

- (ii) for the ESG-Linked Notes, in maintaining the Guarantor's Sustainable Portfolio (as defined below) in accordance with certain eligible criteria set out in the Sustainable Transaction Banking Framework.

**"Sustainable Portfolio"** means the portfolio made up of bonds and shares issued by companies deemed sustainable based on the eligibility criteria set out in the Sustainable Transaction Banking Framework - Sustainability linked products.

At every single moment, the sum of the volume of the proceeds of every outstanding product issued or marketed under the Sustainable Transaction Banking Framework shall not exceed the balance of the Sustainable Portfolio. A buffer will be established in order to ensure that the aforementioned balance of the Sustainable Portfolio is always greater than the sum of the volume of the proceeds of all the outstanding products issued or marketed under the Sustainable Transaction Banking Framework.

Annually, the Guarantor will publish a report on its website (<https://shareholdersandinvestors.bbva.com>) in respect of the number, the industries and the geographies of the companies included in the Sustainable Portfolio as described in the Sustainable Transaction Banking Framework.

The Guarantor has obtained an independent verification assessment from Vigeo SAS, in respect of the Sustainable Transaction Banking Framework. This independent verification assessment is published on the Guarantor's website (<https://shareholdersandinvestors.bbva.com>). In addition to the independent verification assessment referred above, the Guarantor will request, on an annual basis, a limited assurance report of the allocation of the proceeds to its external auditor or another suitably qualified provider.

Neither the SDGs Bond Framework, nor the Sustainable Transaction Banking Framework, nor any of the above reports, verification assessments or contents of any of the above websites are incorporated in or form part of this Base Prospectus.

## **BOOK-ENTRY CLEARANCE SYSTEMS**

### **BOOK-ENTRY CLEARANCE SYSTEMS**

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear or Clearstream, Luxembourg (together, the "Clearing Systems") currently in effect. The Issuer and the Guarantor take responsibility for the correct extraction and reproduction of the information in this section concerning the Clearing Systems, but none of the Issuer, the Guarantor nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantor nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

#### **Book-entry Systems**

##### **DTC**

DTC has advised the Issuer and the Guarantor that it is a limited purpose trust company organised under the New York Banking Law, a "banking organisation" within the meaning of the New York Banking Law, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants ("Participants") deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the NYSE MKT LLC, Inc. and the Financial Industry Regulatory Authority, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants").

Under the rules, regulations and procedures creating and affecting DTC and its operations (the "Rules"), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC's book-entry settlement system ("DTC Notes") as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes ("Owners") have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC's records. The ownership interest of each actual purchaser of each DTC Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed

## **BOOK-ENTRY CLEARANCE SYSTEMS**

by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to Cede & Co. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to DTC Notes. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Notes, DTC will exchange the DTC Notes for definitive Registered Notes, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under "*Subscription and Sale and Transfer and Selling Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

### ***Euroclear and Clearstream, Luxembourg***

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system. For further information on Euroclear and Clearstream, Luxembourg relating to the Notes, please see "*Taxation*".

### ***Book-entry Ownership of and Payments in respect of DTC Notes***

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of a Regulation S Global Note, the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in US dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a

## **BOOK-ENTRY CLEARANCE SYSTEMS**

currency other than US dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into US dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Principal Paying Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

### ***Transfers of Notes Represented by Registered Global Notes***

Transfers of any interests in Notes represented by a Registered Global Note within DTC, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a direct or indirect participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "*Subscription and Sale and Transfer and Selling Restrictions*", cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian ("**Custodian**") with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). Under Rule 15(c)6-1 of the Exchange Act, trades in the U.S. secondary market generally are required to settle in two business days ("T+2") (as such term is used for purposes of Rule 15(c) 6-1 of the U.S. Exchange Act), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes prior to delivery of such Notes will be required, by virtue of the fact that the notes initially will not settle in T+2, to specify an alternative settlement cycle at the time of such trade to prevent a failed settlement and should consult their own adviser. Purchasers of the Notes who wish to make such trades should consult their own advisors. The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Guarantor, the Agents or any Dealer will be responsible for any performance by DTC, Clearstream,

## **BOOK-ENTRY CLEARANCE SYSTEMS**

Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

### **Euroclear UK & Ireland Limited**

Following their delivery into a clearing system, interests in Notes may be delivered, held and settled in Euroclear UK & Ireland Limited ("CREST") by means of the creation of dematerialised depositary interests ("CREST Depository Interests") representing the interests in the relevant Notes ("Underlying Securities"). The CREST Depository Interests will be issued by CREST Depositary Limited or any successor thereto (the "CREST Depository") to holders of the CREST Depository Interests and will be constituted and governed by English law. CREST International Nominees Limited or another entity appointed to act as nominee in accordance with the CREST Deed Poll (as defined below) (the "CREST Nominee") will hold the legal title to the Underlying Securities and the direct enforcement right in respect of the Underlying Securities.

The CREST Depository Interests will represent indirect interests in the interest of the CREST Nominee in the Underlying Securities. Pursuant to the documents setting out the legal relationship of CREST with its users and participants (the "CREST Manual"), Notes held in global form by the common depositary may be settled through CREST, and the CREST Depository will issue CREST Depository Interests. The CREST Depository Interests will be independent securities which may be held and transferred through CREST.

Interests in the Underlying Securities will be credited to the CREST Nominee's account with Euroclear and the CREST Nominee will hold such interests as nominee for the CREST Depository which will issue CREST Depository Interests to the relevant CREST participants.

Each CREST Depository Interest will be treated by the CREST Depository as if it were one Underlying Security, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to holders of CREST Depository Interests any interest or other amounts received by it as holder of the Underlying Securities on trust for such holder. Holders of CREST Depository Interests will also be able to receive from CREST notices of meetings of holders of Underlying Securities and other relevant notices issued by the Issuer.

Transfers of interests in Underlying Securities by a CREST participant to a participant of Euroclear or Clearstream, Luxembourg will be affected by cancellation of the CREST Depository Interests and transfer of an interest in such Notes underlying the CREST Depository Interests to the account of the relevant participant with Euroclear or Clearstream, Luxembourg. The CREST Depository Interests will have the same International Securities Identification Number ("ISIN") as the ISIN of the Underlying Securities and will not require a separate listing on the Official List of Euronext Dublin or the Official List of the United Kingdom Listing Authority.

Holders of CREST Depository Interests are referred to Chapter 8 of the CREST International Manual (as contained in the CREST Manual) which contains the form of the CREST Deed Poll to be entered into by the CREST Depository (the "CREST Deed Poll"). The rights of the holder of CREST Depository Interests will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Issuer including the CREST Deed Poll executed by the CREST Depository. These rights may be different from those of holders of Notes which are not represented by CREST Depository Interests.

If issued, CREST Depository Interests will be delivered, held and settled in CREST, by means of the CREST International Settlement Links Service (the "CREST International Settlement Links Service"). The settlement of the CREST Depository Interests by means of the CREST International Settlement Links Service has the following consequences for holders of CREST Depository Interests:

- (i)      holders of CREST Depository Interests will not be the legal owners of the Underlying Securities. The CREST Depository Interests are separate legal instruments from the Underlying Securities to which they relate and represent an indirect interest in such Underlying Securities;
- (ii)     the Underlying Securities themselves (as distinct from the CREST Depository Interests representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through a clearing system. Rights in the Underlying Securities will be held through custodial and depositary links through the appropriate clearing systems. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the clearing system in or through which the Underlying Securities are held;

## **BOOK-ENTRY CLEARANCE SYSTEMS**

- (iii) rights under the Underlying Securities cannot be enforced by holders of CREST Depository Interests except indirectly through the intermediary depositaries and custodians described above. The enforcement of rights under the Underlying Securities will therefore be subject to the local law of the relevant intermediary. The rights of holders of CREST Depository Interests to the Underlying Securities are represented by the entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Underlying Securities. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries;
- (iv) the CREST Depository Interests issued to holders of CREST Depository Interests will be constituted and issued pursuant to the CREST Deed Poll. Holders of CREST Depository Interests will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to, the CREST International Manual and the CREST Rules applicable to the CREST International Settlement Links Service (in each case as contained in the CREST Manual) and such holders must comply in full with all obligations imposed on them by such provisions;
- (v) the provisions of the CREST Deed Poll and the CREST Manual (including for the avoidance of doubt the provisions of the CREST International Manual and the CREST Rules) contain indemnities, warranties, representations and undertakings to be given by holders of CREST Depository Interests and limitations on the liability of the issuer of the CREST Depository Interests, being the CREST Depository;
- (vi) holders of CREST Depository Interests may incur liabilities resulting from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them. The attention of holders is drawn to the terms of the CREST Deed Poll and the CREST Manual (including for the avoidance of doubt the provisions of the CREST International Manual and the CREST Rules), copies of which are available from CREST at 33 Cannon Street, London EC4M 5SB or by calling +44 (0) 207 849 0000 or from the CREST website at: <https://www.euroclear.com/en.html>;
- (vii) holders of CREST Depository Interests may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Notes through the CREST International Settlement Links Service;
- (viii) neither the Issuer, the Guarantor, the Dealer nor any Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations; and
- (ix) Notes issued in temporary global form exchangeable for a Permanent Bearer Global Note will not be eligible for CREST settlement as CREST Depository Interests. As such, investors investing in any such Underlying Securities through CREST Depository Interests will only receive the CREST Depository Interests after such Temporary Bearer Global Note is exchanged for a Permanent Bearer Global Note, which could take up to 40 days after the issue of the Notes.

### **Iberclear**

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form to be listed on a Spanish regulated market, and the clearing and settlement of all trades from the Spanish Stock Exchange, the Public Debt market, AIAF and Latin American stock exchange denominated in euros (Latibex).

Iberclear is owned by the group Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A. a holding company which holds a 100 per cent. interest in the Spanish regulated markets, Bolsa de Madrid, Bolsa de Barcelona, Bolsa de Bilbao, Bolsa de Valencia, AIAF, Senaf, Latibex, Mercado Alternativo Bursátil and in the Spanish settlement systems BME Clearing and Iberclear. The clearance and settlement system of Iberclear and its members are responsible for maintaining records of purchases and sales under the book-entry system.

## **BOOK-ENTRY CLEARANCE SYSTEMS**

Iberclear maintains a registry reflecting the number of securities held by each of its member entities on its own behalf as well as the number of securities held on behalf of the third parties. Each member entity, in turn, maintains a registry of the owners of such securities.

On the relevant date for payment of interest amounts in respect of debt securities, Iberclear credits to each participant entity an amount corresponding to the balance of the securities appearing in the records of the relevant participant entity on the day prior to the relevant payment date.

Transfers of any interests in Notes represented by Book-Entries within Iberclear or a Book-Entry Depositary will be effected in accordance with the customary rules and operating procedures of Iberclear or the relevant clearing system, in accordance with the laws of Spain.

Subject to compliance with the transfer restrictions applicable to the Book-Entry Notes described under "Subscription and Sale and Transfer and Selling Restrictions", cross-market transfers between and directly or indirectly through Clearstream, Luxembourg, Euroclear or Iberclear accountholders will be effected by the relevant clearing system in accordance with its rules and through action taken by the relevant Registrar, the relevant Paying Agent and any custodian (Custodian) with whom the relevant Book-Entry Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Iberclear will generally have a settlement date two business days after the trade date (T+2). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg, Euroclear or Iberclear will need to have an agreed settlement date between the parties to such transfer.

Iberclear have published rules and operating procedures designed to facilitate transfers of beneficial interests in Book-Entry Notes between Clearstream, Luxembourg, Euroclear and/or Iberclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Guarantor, the Agents or any Dealer will be responsible for any performance by Clearstream, Luxembourg, Euroclear or Iberclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Book-Entry Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## **DESCRIPTION OF BBVA GLOBAL MARKETS B.V.**

### **DESCRIPTION OF BBVA GLOBAL MARKETS B.V.**

#### **Person Responsible**

BBVA Global Markets B.V. assumes responsibility for the information contained in this Base Prospectus. To the best of the knowledge of BBVA Global Markets B.V., the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### **Introduction**

BBVA Global Markets B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), was incorporated under the laws of the Netherlands on 29 October 2009 for an unlimited duration and with the purpose of issuing notes under the Programme in accordance with the objects clause contained in article 3 of the Deed of Incorporation of BBVA Global Markets B.V. dated 29 October 2009 which reads as follows:

"The objects for which the Company is established are to raise finance through the issuance of bonds, notes, warrants, certificates and other debt instruments, and invest the funds raised in any kind of financial assets. For these purposes, the Company may enter into (i) derivative transactions or other hedging agreements, and (ii) other agreements with third parties in connection with the above object."

BBVA Global Markets B.V. has its seat (*zetel*) in Amsterdam, the Netherlands and its principal place of business at Calle Sauceda, 28, Edificio Asia, 28050 Madrid, Spain (tel: +34 913745123). BBVA Global Markets B.V. is registered in the trade register of the Netherlands Chamber of Commerce under number 34363108. BBVA Global Markets B.V. has its place of effective management and centre of principal interests in Spain. The Legal Entity Identifier ("LEI") of BBVA Global Markets B.V. is 213800L2COK1WB5Q3Z55.

#### **Business**

The principal business of BBVA Global Markets B.V. is to raise funds on the capital and money markets to finance the business activities of, and enter into other financial agreements with, the Guarantor and its subsidiaries.

BBVA Global Markets B.V. serves as a financing company for the purposes of the Group and is regularly engaged in different financing transactions within the limits set forth in its deed of incorporation (the "**Deed of Incorporation**"). BBVA Global Markets B.V.'s objective is, among others, to arrange medium and long term financing for the Group and cost saving by grouping these activities. Because of its aforementioned purpose, BBVA Global Markets B.V. does not have any markets in which it competes and, therefore, BBVA Global Markets B.V. cannot make a statement regarding its competitive position in any markets.

BBVA Global Markets B.V. is a financing company that is exempt from the licence requirements to operate as a bank pursuant to the exemption contained in section 3:2 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) (the "**FMSA**"), as long as:

- (i) there is an unconditional guarantee from the Guarantor for the due and punctual payment of all amounts payable to the Holders that form part of the "public" (as defined in the FSMA), and the Guarantor's consolidated equity capital remains positive throughout the term of the guarantee; and
- (ii) at least 95 per cent. of its borrowings consist of loans and/or investments extended to, or made in, other companies and entities belonging to the Group (as defined in section 3:2 of the FMSA).

#### **History**

BBVA Global Markets B.V. has not previously carried on any business or carried on any activities other than (i) those incidental to its registration, the authorisation and issues of Notes contemplated in this Base Prospectus and the other matters described or contemplated in this Base Prospectus, (ii) the obtaining of all approvals and

## **DESCRIPTION OF BBVA GLOBAL MARKETS B.V.**

the effecting of all registrations and filings necessary or desirable for its business activities, and (iii) other securities issues including warrants and other structured notes.

### **Ownership and Capital Structure**

The authorised share capital of BBVA Global Markets B.V. is €90,000 divided into 900 ordinary shares of €100 each. The total issued and paid up share capital amounts to €18,000 consisting of 180 ordinary shares. BBVA Global Markets B.V. is a direct wholly-owned subsidiary of BBVA and does not have any subsidiaries of its own.

In addition, BBVA made a €19,000 share premium contribution to BBVA Global Markets B.V. on 21 November 2011 and a €53,000 share premium contribution to BBVA Global Markets B.V. on 19 December 2012. There are no preferential rights of shares or profit sharing certificates. There is no conditional share capital. The entire clause 4 of the Deed of Incorporation regarding the share capital reads as follows:

"The authorised share capital of the Company is ninety thousand euro (EUR 90,000), divided into nine hundred (900) Shares, each with a par value of one hundred euro (EUR 100)."

### **Financial Statements**

BBVA Global Markets B.V. has published audited financial statements for the financial years ended 31 December 2019 and 31 December 2018 (the "**Issuer's Financial Statements**"). BBVA Global Markets B.V.'s Financial Statements were prepared in accordance with EU-IFRS and with Part 9 of Book 2 of the Dutch Civil Code and are incorporated by reference into this Base Prospectus (see page 51). Other than as described herein there has been no material change in the capitalisation of BBVA Global Markets B.V. No dividends have been paid out by BBVA Global Markets B.V. since its incorporation.

#### ***Income Statement***

The table below sets out summary information extracted from BBVA Global Markets B.V.'s audited Financial Statements of profit or loss and other comprehensive income for the period ended 31 December 2019 and 31 December 2018.

<b>Thousands of euros</b>	<b>31.12.2019</b>	<b>31.12.2018<sup>(*)</sup></b>
	(audited)	(audited)
—Exchange rate differences.....	(4)	(9)
—Other operating income .....	228	388
—Other operating expenses .....	(225)	(268)
—Gains (losses) on financial assets and liabilities designated at fair value through profit or loss, net.....	—	—
<b>Result of the year before tax</b> .....	<b>(1)</b>	<b>61</b>
—Income tax.....	(3)	(18)
<b>Result of the year from continued operations</b> .....	<b>(4)</b>	<b>43</b>
<b>Comprehensive result of the year</b> .....	<b>—</b>	<b>—</b>
<b>Total comprehensive result of the year</b> .....	<b>(4)</b>	<b>43</b>

(\*) Presented for comparison purposes only.

#### ***Statement of Financial Position***

The table below sets out summary information extracted from BBVA Global Markets B.V.'s audited Financial Statements of statement of financial position as of 31 December 2019 and 31 December 2018:

<b>Thousands of euros</b>	<b>31.12.2019</b>	<b>31.12.2018<sup>(*)</sup></b>
	<b>AUDITED</b>	<b>AUDITED</b>

## DESCRIPTION OF BBVA GLOBAL MARKETS B.V.

### **ASSETS:**

<i>Non-current assets</i> .....	.....	.....	.....	.....	3,272,795	2,336,508
<i>Current assets</i> .....	.....	.....	.....	.....	<u>323,210</u>	<u>211,550</u>
<b>Total assets</b> .....	.....	.....	.....	.....	<b><u>3,596,005</u></b>	<b><u>2,548,058</u></b>

### **LIABILITIES:**

<i>Non-current liabilities</i> .....	.....	.....	.....	.....	3,272,473	2,336,186
<i>Current liabilities</i> .....	.....	.....	.....	.....	<u>323,305</u>	<u>211,641</u>
<b>Total liabilities</b> .....	.....	.....	.....	.....	<b><u>3,595,778</u></b>	<b><u>2,547,827</u></b>
<b>SHAREHOLDER'S EQUITY:</b>						
—Issued share capital .....	.....	.....	.....	.....	<u>90</u>	<u>90</u>
—Share premium .....	.....	.....	.....	.....	250	250
—Other reserves .....	.....	.....	.....	.....	(109)	(152)
—Result of the year .....	.....	.....	.....	.....	(4)	43
<b>Total shareholder's equity</b> .....	.....	.....	.....	.....	<b><u>227</u></b>	<b><u>231</u></b>
<b>Total liabilities and shareholder's equity</b> .....	.....	.....	.....	.....	<b><u>3,596,005</u></b>	<b><u>2,548,058</u></b>

(\*) Presented for comparison purposes only.

As of the date of this Base Prospectus, BBVA Global Markets B.V. has issued securities of the same class as the Notes to be issued under the Programme which are listed on the following markets: Euronext Dublin, AIAF, Vienna Stock Exchange, and Luxembourg Stock Exchange.

The auditors of BBVA Global Markets B.V. are KPMG Accountants N.V. Laan van Langerhuize 1, 1186 DS Amstelveen, The Netherlands, who are Chartered Accountants and members of the Royal Netherlands Institute of Chartered Accountants (Koninklijke Nederlandse Beroepsorganisatie van Accountants).

### **Management**

The Board of Directors of BBVA Global Markets B.V. consists of the following Managing Directors:

Name	Position at BBVA Global Markets B.V.	Present Principal Occupation Outside of BBVA Global Markets B.V.
Marian Coscarón Tomé	Managing Director	Head of Global Structured Solutions of BBVA
Christian Højjer Mortensen	Managing Director	Global Structured Solutions Manager of BBVA

The Managing Directors are employees of BBVA. There are no potential conflicts of interest between any duties of the directors of BBVA Global Markets B.V. and their private interests.

The business address of the Managing Directors is Calle Sauceda, 28, Edificio Asia, 28050 Madrid, Spain.

## **DESCRIPTION OF BBVA GLOBAL MARKETS B.V.**

BBVA Global Markets B.V., as a financial company for the purposes of the Group with no employees, relies on the human resources, systems as well as the policies, processes and procedures of BBVA (including, without limitation, compliance, market abuse, risk, accounting, and audit committee).

BBVA Global Markets B.V. complies with the corporate governance regime in the Netherlands.

Tax Status of BBVA Global Markets B.V.

BBVA Global Markets B.V. has its tax residency in Spain.

### **Legal Proceedings**

There are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BBVA Global Markets B.V. is 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 BBVA Global Markets B.V.

## **DESCRIPTION OF BBVA GLOBAL SECURITIES B.V.**

### **DESCRIPTION OF BBVA GLOBAL SECURITIES B.V.**

#### **Person Responsible**

BBVA Global Securities B.V. assumes responsibility for the information contained in this Base Prospectus. To the best of the knowledge of BBVA Global Securities B.V., the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### **Introduction**

BBVA Global Securities B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), was incorporated under the laws of the Netherlands on 7 December 2020 for an unlimited duration and with the purpose of issuing notes under the Programme in accordance with the objects clause contained in article 3 of the Deed of Incorporation of BBVA Global Securities B.V. dated 7 December 2020 which reads as follows:

"The objects for which the Company is established are to raise finance through the issuance of bonds, notes, warrants, certificates and other debt instruments, and invest the funds raised in any kind of financial assets. For these purposes, the Company may enter into (i) derivative transactions or other hedging agreements, and (ii) other agreements with third parties in connection with the above object."

BBVA Global Securities B.V. has its seat (*zetel*) in Amsterdam, the Netherlands and its principal place of business at Calle Sauceda, 28, Edificio Asia, 28050 Madrid, Spain (tel: +34 913745123). BBVA Global Securities B.V. is registered in the trade register of the Netherlands Chamber of Commerce under number 81185774. BBVA Global Securities B.V. has its place of effective management and centre of principal interests in Spain. The Legal Entity Identifier ("LEI") of BBVA Global Securities B.V. is 7245002K0ECNIA1YTU43.

#### **Business**

The principal business of BBVA Global Securities B.V. is to raise funds on the capital and money markets to finance the business activities of, and enter into other financial agreements with, the Guarantor and its subsidiaries.

BBVA Global Securities B.V. serves as a financing company for the purposes of the Group and is regularly engaged in different financing transactions within the limits set forth in its deed of incorporation (the "**Deed of Incorporation**"). BBVA Global Securities B.V. 's objective is, among others, to arrange medium and long term financing for the Group and cost saving by grouping these activities. Because of its aforementioned purpose, BBVA Global Securities B.V. does not have any markets in which it competes and, therefore, BBVA Global Securities B.V. cannot make a statement regarding its competitive position in any markets.

BBVA Global Securities B.V. is a financing company that is exempt from the licence requirements to operate as a bank pursuant to the exemption contained in section 3:2 of the Dutch Financial Markets Supervision Act (*Wet op het financieel toezicht*) (the "**FMSA**"), as long as:

- (iii) there is an unconditional guarantee from the Guarantor for the due and punctual payment of all amounts payable to the Holders that form part of the "public" (as defined in the FSMA), and the Guarantor's consolidated equity capital remains positive throughout the term of the guarantee; and
- (iv) at least 95 per cent. of its borrowings consist of loans and/or investments extended to, or made in, other companies and entities belonging to the Group (as defined in section 3:2 of the FMSA).

#### **History**

BBVA Global Securities B.V. has not previously carried on any business or carried on any activities other than (i) those incidental to its registration, the authorisation and issues of Notes contemplated in this Base Prospectus and the other matters described or contemplated in this Base Prospectus, (ii) the obtaining of all approvals and

## **DESCRIPTION OF BBVA GLOBAL SECURITIES B.V.**

the effecting of all registrations and filings necessary or desirable for its business activities, and (iii) other securities issues including warrants and other structured notes.

### **Ownership and Capital Structure**

The authorised share capital of BBVA Global Securities B.V. is €18,000 divided into 180 ordinary shares of €100 each. The total issued and paid up share capital amounts to €18,000 consisting of 180 ordinary shares. BBVA Global Securities B.V. is a direct wholly-owned subsidiary of BBVA and does not have any subsidiaries of its own.

### **Financial Statements**

As of the date of this Base Prospectus, BBVA Global Securities B.V. has not published any financial statements nor issued any securities.

### **Management**

The Board of Directors of BBVA Global Securities B.V. consists of the following Managing Directors:

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Name	Position at BBVA Global Securities B.V.	Present Principal Occupation Outside of BBVA Global Securities B.V.
Juan Garat Pérez	Managing Director	Head of CIB Global Sales & structuring
Víctor Martínez San Martín	Managing Director	Head of CIB Global Markets USA

The Managing Directors are employees of BBVA. There are no potential conflicts of interest between any duties of the directors of BBVA Global Securities B.V. and their private interests.

The business address of the Managing Directors are, for Mr. Garat, Calle Sauceda, 28, Edificio Asia, 28050 Madrid, Spain, and, for Mr. Martínez, 1345 Avenue of the Americas, 44th Floor, New York, NY 10105, United States of America.

BBVA Global Securities B.V., as a financial company for the purposes of the Group with no employees, relies on the human resources, systems as well as the policies, processes and procedures of BBVA (including, without limitation, compliance, market abuse, risk, accounting, and audit committee).

BBVA Global Securities B.V. complies with the corporate governance regime in the Netherlands.

### **Tax Status of BBVA Global Securities B.V.**

BBVA Global Securities B.V. has its tax residency in Spain.

### **Legal Proceedings**

There are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which BBVA Global Securities B.V. is aware) since its date of incorporation which may have or have in such period had a significant effect on the financial position or profitability of BBVA Global Securities B.V.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

### **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

#### **Person Responsible**

The Guarantor assumes responsibility for the information featured under the heading "Description of Banco Bilbao Vizcaya Argentaria, S.A." in this Base Prospectus. To the best of the knowledge of the Guarantor, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### **History and Development of BBVA**

BBVA's predecessor bank, BBV (Banco Bilbao Vizcaya), was incorporated as a public limited company (a "sociedad anónima" or S.A.) under the Spanish Corporations Law on 1 October 1988. BBVA was formed following the merger of Argentaria into BBV (Banco Bilbao Vizcaya), which was approved by the shareholders of each entity on 18 December 1999 and registered on 28 January 2000. It conducts its business under the commercial name "BBVA". BBVA is registered with the Commercial Registry of Vizcaya (Spain). It has its registered office at Plaza de San Nicolás 4, Bilbao, Spain, 48005, and operates out of Calle Azul, 4, 28050, Madrid, Spain (Telephone: +34-91-374-6201). BBVA's agent in the U.S. for U.S. federal securities law purposes is Banco Bilbao Vizcaya Argentaria, S.A. New York Branch (1345 Avenue of the Americas, 44th Floor, New York, New York 10105 (Telephone: +1-212-728-1660)). BBVA is incorporated for an unlimited term. The LEI of the Guarantor is K8MS7FD7N5Z2WQ51AZ71.

#### **Capital Expenditures**

The Group's principal investments are financial investments in its subsidiaries and affiliates. The main capital expenditures from 2017 to 2019 and up to the date of filing of this Base Prospectus were the following:

##### **2020**

In 2020, up to the date of filing, there were no significant capital expenditures.

##### **2019**

In 2019 there were no significant capital expenditures.

##### **2018**

In 2018 there were no significant capital expenditures.

##### **2017**

##### ***Acquisition of an additional 9.95 per cent. of Garanti BBVA***

On 22 March 2017, the Guarantor acquired 41,790,000,000 shares (in the aggregate) of Turkiye Garanti Bankasi ("Garanti BBVA") (amounting to 9.95 per cent. of the total issued share capital of Garanti BBVA) from Doğuş Holding A.Ş. and Doğuş Araştırma Geliştirme ve Müşavirlik Hizmetleri A.Ş., under certain agreements entered into on 21 February 2017, at a purchase price of 7.95 Turkish Liras ("TL") per share (approximately 3,322 million TL or €859 million in the aggregate).

#### **Capital Divestitures**

BBVA Group's principal divestitures are financial divestitures in its subsidiaries and in affiliates. The main capital divestitures from 2017 to 2019 and up to the date of filing of this Base Prospectus were the following:

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

**2020**

### ***Agreement to with The PNC Financial Services Group, Inc. ("PNC") to sell the BBVA affiliate in the United States to, as detailed in two "inside information" communications filed with CNMV on 16 November 2020.***

BBVA has reached an agreement with The PNC Financial Services Group, Inc. for the sale of 100% of the capital stock of its subsidiary BBVA USA Bancshares, Inc., which in turn owns all the capital stock of the bank, BBVA USA, as well as other companies of the BBVA group in the United States with activities related to this banking business.

The agreement reached does not include the sale of the institutional business of the BBVA group developed through its broker dealer BBVA Securities, Inc., nor the participation in Propel Venture Partners US Fund I, L.P.

The price of the Transaction amounts to approximately 11,600 million US dollars. The price will be fully paid in cash.

It is expected that the Transaction would result in a positive impact on BBVA Group's Common Equity Tier 1 (fully loaded) ratio of approximately 300 basis points and positive results (net of taxes) of approximately 580 million euros<sup>79</sup>.

The closing of the Transaction is subject to obtaining regulatory authorizations from the competent authorities. It is estimated that the closing of the Transaction would take place in mid 2021.

### ***Agreement for the creation of a joint venture and transfer of the non-life insurance business in Spain***

On 27 April 2020, BBVA reached an agreement with Allianz, Compañía de Seguros y Reaseguros, S.A. ("Allianz") in order to create a bancassurance partnership, for the purpose of developing the non-life insurance business in Spain, excluding the health insurance line. The transaction will be implemented through the creation by BBVA Seguros, S.A., de Seguros y Reaseguros ("BBVA Seguros") of a newly-incorporated insurance company, to which the assets and liabilities related to the non-life insurance business owned by BBVA Seguros will be contributed. The agreements to be signed at closing of the transaction will include, among others, a distribution agreement for a 15-year term under which BBVA will distribute in Spain, on an exclusive basis, the non-life insurance products of the newly incorporated insurance company (excluding the health insurance line) on the terms and conditions established in such agreement. On the closing date of the transaction, BBVA Seguros will transfer 50 percent plus one share of the newly created company to Allianz for an initial fixed price of approximately 274 million euros, which will be adjusted based on the variation in the company's shareholders equity between signing and closing date. In addition to the initial fixed price, Allianz shall pay to BBVA Seguros, if applicable, a variable price of up to 100 million euros related to achieving specific business goals and attaining certain milestones included in the integration plan agreed by the parties.

Excluding the variable part of the price, it is estimated that the transaction will generate a profit net of taxes amounting to approximately 300 million euros, and that the positive impact on the fully loaded CET1 capital ratio of BBVA Group will be approximately 7 basis points. The closing of the transaction is subject to obtaining the required regulatory authorizations.

**2019**

### ***Sale of BBVA Paraguay***

On 7 August 2019, BBVA reached an agreement with Banco GNB Paraguay, S.A., an affiliate of Grupo Financiero Gilinski, for the sale of its wholly-owned subsidiary BBVA Paraguay. The consideration for the acquisition of BBVA Paraguay's shares amounts to approximately \$270 million. The above mentioned consideration is subject to regular adjustments for these kind of transactions between the signing and closing of the transaction. It is expected that the transaction would result in a capital gain, net of taxes, calculated as of 31 December 2019 of approximately €40 million and in a positive impact on BBVA Group's Common Equity Tier

<sup>79</sup> The determination of the impact on Common Equity Tier 1 and the financial results was made taking into consideration the group's financial statements as of September 30, 2020 and a EUR/USD exchange rate of 1.20. The amount of the impact on Common Equity Tier 1 and the financial results will vary from the date of this disclosure up to the date of closing of the Transaction due to, among other circumstances, changes in the book value of the companies included in the Transaction and changes in the EUR/USD exchange rate.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

1 (fully loaded) of approximately 6 basis points. The closing of the transaction is subject to obtaining the relevant regulatory approvals from the appropriate authorities.

### **2018**

#### *Sale of BBVA Chile*

On 29 November 2017, BBVA received a binding offer (the "**Offer**") from The Bank of Nova Scotia ("**Scotiabank**") for the acquisition of BBVA's stake in Banco Bilbao Vizcaya Argentaria Chile, S.A. ("**BBVA Chile**") as well as in other companies of the Group in Chile with operations that are complementary to the banking business (among them, BBVA Seguros de Vida, S.A.). BBVA owned, directly and indirectly, 68.19 per cent. of BBVA Chile's share capital. On 5 December 2017, BBVA accepted the Offer and entered into a sale and purchase agreement and the sale was completed on 6 July 2018.

The consideration received in cash by BBVA in the referred sale amounted to approximately \$2,200 million. The transaction resulted in a capital gain, net of taxes, of €633 million, which was recognised in 2018.

#### *Transfer of real estate business and sale of stake in Divarian*

On 29 November 2017, BBVA reached an agreement with Promontoria Marina, S.L.U. ("**Promontoria**"), a company managed by Cerberus Capital Management, L.P. ("**Cerberus**"), for the creation of a joint venture to which an important part of the real estate business of BBVA in Spain (the "**Business**") was transferred.

The Business comprises: (i) foreclosed real estate assets (the "**REOs**") held by BBVA as of 26 June 2017, with a gross book value of approximately €13,000 million; and (ii) the necessary assets and employees to manage the Business in an autonomous manner. For purposes of the transaction with Cerberus, the Business was valued at approximately €5,000 million.

On 10 October 2018, after obtaining all the required authorizations, BBVA completed the transfer of the Business (except for part of the agreed REOs, which were contributed after that date once the relevant conditions precedent were fulfilled) to Divarian and the sale of an 80 per cent. stake in Divarian to Promontoria. Following the closing of the transaction, BBVA retained 20 per cent. of the share capital of Divarian.

As of 31 December 2018 and for the year then ended, the transaction did not have a significant impact on the Group's attributable profit or Common Equity Tier 1 (fully loaded).

The above transaction is referred to as the "**Cerberus Transaction**" in this Base Prospectus.

#### *Sale of BBVA's stake in Testa*

On 14 September 2018, BBVA and other shareholders of Testa Residencial SOCIMI, S.A. ("**Testa**") entered into an agreement with Tropic Real Estate Holding, S.L. (a company which is advised and managed by a private equity investment group controlled by Blackstone Group International Partners LLP) pursuant to which BBVA agreed to transfer its 25.24 per cent. interest in Testa to Tropic Real Estate Holding, S.L. The sale was completed on 21 December 2018.

The consideration received in cash by BBVA in the referred sale amounted to €478 million.

#### *Sale of non-performing and in default mortgage credits*

On 21 December 2018, BBVA reached an agreement with Voyager Investing UK Limited Partnership, an entity managed by Canada Pension Plan Investment Board, for the transfer of a portfolio of credit rights which is mainly composed by non-performing and in default mortgage credits, with an aggregate outstanding balance amounting to approximately €1,490 million. The transaction was completed during the third quarter of 2019 and resulted in a capital gain, net of taxes, of €138 million and a slightly positive impact on BBVA Group's Common Equity Tier 1 (fully loaded).

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

**2017**

In 2017 there were no significant capital divestitures.

### **Business Overview**

BBVA Group is a customer-centric global financial services group founded in 1857. Internationally diversified and with strengths in the traditional banking businesses of retail banking, asset management and wholesale banking, the Group is committed to offering a compelling digital proposition focused on customer experience.

For this purpose, the Group is focused on increasingly offering products online and through mobile channels, improving the functionality of its digital offerings and refining the customer experience. In 2019, the number of digital and mobile customers and the volume of digital sales continued to increase.

In 2019, the Group adopted a common global brand through the unification of BBVA brand as part of its efforts to offer a unique value proposition and a homogeneous customer experience in the countries in which the Group operates.

### **Operating Segments**

Set forth below are the Group's current six operating segments:

- Spain;
- The United States;
- Mexico;
- Turkey;
- South America; and
- Rest of Eurasia.

In addition to the operating segments referred to above, the Group has a Corporate Center which includes those items that have not been allocated to an operating segment. It includes the Group's general management functions, including costs from central units that have a strictly corporate function; management of structural exchange rate positions carried out by the Financial Planning unit; specific issues of capital instruments to ensure adequate management of the Group's overall capital position; certain proprietary portfolios; certain tax assets and liabilities; certain provisions related to commitments with employees; and goodwill and other intangibles. BBVA's 20 per cent. stake in Divarian is also included in this unit.

The breakdown of the Group's total assets by each of BBVA's operating segments and the Corporate Center as of 31 December 2019, 2018 and 2017 was as follows:

As of 31 December			
Total Assets by Operating Segment	2019	2018	2017
(in Millions of Euros)			
Spain	365,374	354,901	350,520
The United States	88,529	82,057	75,775
Mexico	109,079	97,432	90,214
Turkey	64,416	66,250	78,789

**DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

South America	54,996	54,373	75,320
Rest of Eurasia	23,248	18,834	17,265
<b>Subtotal Assets by Operating Segment</b>	<b>705,641</b>	<b>673,848</b>	<b>687,884</b>
<b>Corporate Center and other adjustments</b>	(6,951)	2,841	2,175
<b>Total Assets BBVA Group</b>	<b>698,690</b>	<b>676,689</b>	<b>690,059</b>

The following table sets forth information relating to the profit (loss) attributable to parent company for each of BBVA's operating segments and the Corporate Center for the years ended 31 December 2019, 2018 and 2017:

	<b>Profit/(Loss) Attributable to Parent Company</b>			<b>% of Profit/(Loss) Attributable to Parent Company</b>		
	<b>For the Year Ended 31 December</b>					
	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>
(In Millions of Euros)						(In Percentage)
<b>Spain</b>	<b>1,386</b>	<b>1,400</b>	<b>877</b>	<b>23</b>	<b>24</b>	<b>16</b>
<b>The United States</b>	<b>590</b>	<b>736</b>	<b>486</b>	<b>10</b>	<b>13</b>	<b>9</b>
<b>Mexico</b>	<b>2,699</b>	<b>2,367</b>	<b>2,170</b>	<b>45</b>	<b>41</b>	<b>41</b>
<b>Turkey</b>	<b>506</b>	<b>567</b>	<b>823</b>	<b>8</b>	<b>10</b>	<b>15</b>
<b>South America</b>	<b>721</b>	<b>578</b>	<b>847</b>	<b>12</b>	<b>10</b>	<b>16</b>
<b>Rest of Eurasia</b>	<b>127</b>	<b>96</b>	<b>128</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>Subtotal operating segments</b>	<b>6,029</b>	<b>5,743</b>	<b>5,331</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>Corporate Center</b>	<b>(2,517)</b>	<b>(343)</b>	<b>(1,817)</b>			
<b>Profit attributable to parent company</b>	<b>3,512</b>	<b>5,400</b>	<b>3,514</b>			

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

The following table sets forth certain summarized information relating to the income of each operating segment and the Corporate Center for the years ended 31 December 2019, 2018 and 2017:

<b>Operating Segments</b>								
	Spain	The United States	Mexico	Turkey	South America	Rest of Eurasia	Corporate Center	Total
(In Millions of Euros)								
<b>2019</b>								
Net interest income	3,645	2,395	6,209	2,814	3,196	175	(233)	18,202
Gross income	5,734	3,223	8,029	3,590	3,850	454	(339)	24,542
Net margin before provisions(1)	2,480	1,257	5,384	2,375	2,276	161	(1,294)	12,639
Operating profit/(loss) before tax	1,878	705	3,691	1,341	1,396	163	(2,775)	6,398
<b>Profit attributable to parent company</b>	<b>1,386</b>	<b>590</b>	<b>2,699</b>	<b>506</b>	<b>721</b>	<b>127</b>	<b>(2,517)</b>	<b>3,512</b>
<b>2018</b>								
Net interest income	3,698	2,276	5,568	3,135	3,009	175	(269)	17,591
Gross income	5,968	2,989	7,193	3,901	3,701	414	(420)	23,747
Net margin before provisions(1)	2,634	1,129	4,800	2,654	1,992	127	(1,291)	12,045
Operating profit/(loss) before tax (2)	1,840	920	3,269	1,444	1,288	148	(1,329)	7,580
<b>Profit attributable to parent company</b>	<b>1,400</b>	<b>736</b>	<b>2,367</b>	<b>567</b>	<b>578</b>	<b>96</b>	<b>(343)</b>	<b>5,400</b>
<b>2017</b>								
Net interest income	3,810	2,119	5,476	3,331	3,200	180	(357)	17,758
Gross income	6,162	2,876	7,122	4,115	4,451	468	74	25,270
Net margin before provisions(1)	2,665	1,026	4,646	2,608	2,424	164	(764)	12,770
Operating profit/(loss) before tax	1,189	749	2,960	2,143	1,671	181	(1,962)	6,931
<b>Profit attributable to parent company</b>	<b>877</b>	<b>486</b>	<b>2,170</b>	<b>823</b>	<b>847</b>	<b>128</b>	<b>(1,817)</b>	<b>3,514</b>

The following tables set forth information relating to the balance sheet of our operating segments and the Group Corporate Center and adjustments as of 31 December 2019 and 2018 and information relating to the balance sheet of our operating segments as of 31 December 2017:

<b>As of 31 December 2019</b>								
	Spain	The United States	Mexico	Turkey	South America	Rest of Eurasia	Total Operating Segments	Corporate Center and Adjustments (1)
(In Millions of Euros)								
<b>Total Assets</b>								
<b>Total Assets</b>	<b>365,374</b>	<b>88,529</b>	<b>109,079</b>	<b>64,416</b>	<b>54,996</b>	<b>23,248</b>	<b>705,641</b>	<b>(6,951)</b>

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

**As of 31 December 2019**

Cash, cash balances at central banks and other demand deposits	15,903	8,293	6,489	5,486	8,601	247	45,019	(716)
Financial assets designated at fair value (2)	122,844	7,659	31,402	5,268	6,120	477	173,770	(3,128)
Financial assets at amortised cost	195,269	69,510	66,180	51,285	37,869	22,224	442,336	(3,174)
Loans and advances to customers	167,341	63,162	58,081	40,500	35,701	19,660	384,445	(2,085)
<i>Of which:</i>								
Residential mortgages	73,871	14,160	10,786	2,928	7,168	1,624	110,536	
Consumer finance	11,390	5,201	8,683	5,603	7,573	453	38,904	
Loans	5,586	1,263	1,802	635	1,024	195	10,505	
Credit cards	2,213	883	5,748	3,837	2,239	8	14,928	
Loans to enterprises	57,203	36,361	24,780	26,552	16,226	16,706	177,828	
Loans to public sector	13,886	5,374	6,819	107	1,368	667	28,221	
<b>Total Liabilities</b>	<b>356,069</b>	<b>84,127</b>	<b>101,545</b>	<b>61,678</b>	<b>52,287</b>	<b>22,299</b>	<b>678,005</b>	<b>(34,240)</b>
Financial liabilities held for trading and designated at fair value through profit or loss	78,684	282	21,784	2,184	1,860	57	104,851	(5,208)
Financial liabilities at amortised cost - Customer deposits	182,370	67,525	55,934	41,335	36,104	4,708	387,976	(3,757)
<i>Of which:</i>								
Demand and savings deposits	150,917	46,338	43,015	15,737	22,615	3,292	281,914	
Time deposits	31,453	14,527	12,395	25,587	13,439	1,416	98,817	
<b>Total Equity</b>	<b>9,305</b>	<b>4,402</b>	<b>7,533</b>	<b>2,738</b>	<b>2,709</b>	<b>949</b>	<b>27,636</b>	<b>27,289</b>
<b>Assets under management</b>	<b>66,068</b>	-	<b>24,464</b>	<b>3,906</b>	<b>12,864</b>	<b>500</b>	<b>107,803</b>	
Mutual funds	41,390	-	21,929	1,460	3,860	-	68,639	
Pension funds	24,678	-	-	2,446	9,005	500	36,630	
Other placements	-	-	2,534	-	-	-	2,534	

(1) Includes balance sheet intra-group adjustments between the Corporate Center and the operating segments.

(2) Financial assets designated at fair value includes: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income".

**As of 31 December 2018**

	Spain	The United States	Mexico	Turkey	South America	Rest of Eurasia	Total Operating Segments	Corporate Center and Adjustments
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## DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

(1)

	(In Millions of Euros)							
<b>Total Assets</b>	<b>354,901</b>	<b>82,057</b>	<b>97,432</b>	<b>66,250</b>	<b>54,373</b>	<b>18,834</b>	<b>673,848</b>	<b>2,841</b>
Cash, cash balances at central banks and other demand deposits	28,545	4,835	8,274	7,853	8,987	238	58,732	(536)
Financial assets designated at fair value (2)	107,320	10,481	26,022	5,506	5,634	504	155,467	(2,564)
Financial assets at amortised cost	195,467	63,539	57,709	50,315	36,649	17,799	421,477	(1,818)
Loans and advances to customers	170,438	60,808	51,101	41,478	34,469	16,598	374,893	(867)
<i>Of which:</i>								
Residential mortgages	76,390	13,961	9,197	3,530	6,629	1,821	111,529	
Consumer finance	9,665	5,353	7,347	5,265	6,900	410	34,940	
Loans	5,562	1,086	1,766	570	955	212	10,151	
Credit cards	2,083	720	4,798	3,880	2,058	10	13,549	
Loans to enterprises	57,317	34,264	22,553	27,657	16,897	13,685	172,373	
Loans to public sector	15,379	5,400	5,726	95	1,078	414	28,093	
<b>Total Liabilities</b>	<b>345,592</b>	<b>77,976</b>	<b>90,961</b>	<b>63,657</b>	<b>52,683</b>	<b>18,052</b>	<b>648,921</b>	<b>(25,106)</b>
Financial liabilities held for trading and designated at fair value through profit or loss	71,033	234	18,028	1,852	1,357	42	92,545	(4,778)
Financial liabilities at amortised cost - Customer deposits	183,414	63,891	50,530	39,905	35,842	4,876	378,456	(2,486)
<i>Of which:</i>								
Demand and savings deposits	142,912	41,213	38,167	12,530	22,959	3,544	261,324	
Time deposits	40,072	16,856	11,593	27,367	12,829	1,333	110,051	
<b>Total Equity</b>	<b>9,309</b>	<b>4,082</b>	<b>6,471</b>	<b>2,593</b>	<b>1,690</b>	<b>782</b>	<b>24,927</b>	<b>27,947</b>
<b>Assets under management</b>	<b>62,559</b>	-	<b>20,647</b>	<b>2,894</b>	<b>11,662</b>	<b>388</b>	<b>98,150</b>	
Mutual funds	39,250	-	17,733	669	3,741	-	61,393	
Pension funds	23,274	-	-	2,225	7,921	388	33,807	
Other placements	35	-	2,914	-	-	-	2,949	

(1) Includes balance sheet intra-group adjustments between the Corporate Center and the operating segments.

(2) Financial assets designated at fair value includes: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income".

**As of 31 December 2017**

**DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

	Spain	The United States	Mexico	Turkey	South America	Rest of Eurasia	Total Operating Segments
(In Millions of Euros)							
<b>Total Assets</b>	<b>350,520</b>	<b>75,775</b>	<b>90,214</b>	<b>78,789</b>	<b>75,320</b>	<b>17,265</b>	<b>687,884</b>
Cash, cash balances at central banks and other demand deposits	13,636	7,138	8,833	4,036	9,039	877	43,561
Financial assets designated at fair value (1)	86,912	11,068	28,458	6,419	11,627	991	145,474
Financial assets at amortised cost	230,228	54,705	47,691	65,083	51,207	15,533	464,447
Loans and advances to customers	187,884	53,718	45,768	51,378	48,272	15,388	402,408
<i>Of which:</i>							
Residential mortgages	77,449	13,298	8,081	5,147	11,681	2,112	117,768
Consumer finance	9,642	4,432	10,820	11,185	10,474	297	46,850
Loans	7,752	3,894	6,422	6,760	7,760	282	32,871
Credit cards	1,890	538	4,397	4,425	2,715	15	13,979
Loans to enterprises	50,878	30,261	20,977	34,371	23,567	11,801	171,855
Loans to public sector	18,562	4,999	5,262	148	1,114	511	30,596
<b>Total Liabilities</b>	<b>338,612</b>	<b>72,653</b>	<b>86,700</b>	<b>70,348</b>	<b>70,569</b>	<b>16,330</b>	<b>655,211</b>
Financial liabilities held for trading and designated at fair value through profit or loss	43,793	139	9,405	648	2,823	45	56,852
Financial liabilities at amortised cost - Customer deposits	180,840	60,806	49,964	44,691	45,705	6,700	388,707
<i>Of which:</i>							
Demand and savings deposits	126,801	44,039	34,855	14,240	25,871	4,279	250,084
Time deposits	48,014	16,762	10,237	30,300	20,099	2,416	127,828
<b>Total Equity</b>	<b>11,909</b>	<b>3,123</b>	<b>3,515</b>	<b>8,441</b>	<b>4,751</b>	<b>935</b>	<b>32,673</b>
<b>Assets under management</b>	<b>62,018</b>	-	<b>19,472</b>	<b>3,902</b>	<b>12,197</b>	<b>376</b>	<b>97,965</b>
Mutual funds	37,996	-	16,430	1,265	5,248	-	60,939
Pension funds	24,023	-	-	2,637	6,949	376	33,985
Other placements	-	-	3,041	-	-	-	3,041

(1) Financial assets designated at fair value includes: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income".

**Spain**

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

This operating segment includes all of BBVA's banking and non-banking businesses in Spain, other than those included in the Corporate Center. The primary business units included in this operating segment are:

**Spanish Retail Network:** including individual customers, private banking, small companies and businesses in the domestic market;

**Corporate and Business Banking:** which manages small and medium sized enterprises ("SMEs"), companies and corporations, public institutions and developer segments;

**Corporate and Investment Banking:** responsible for business with large corporations and multinational groups and the trading floor and distribution business in Spain; and

**Other units:** which includes the insurance business unit in Spain (BBVA Seguros), the Asset Management unit (which manages Spanish mutual funds and pension funds), lending to real estate developers and foreclosed real estate assets in Spain (including assets from the previous Non-Core Real Estate operating segment), as well as certain proprietary portfolios and certain funding and structural interest-rate positions of the euro balance sheet which are not included in the Corporate Center.

Financial assets designated at fair value of this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") amounted to €122,844 million as of 31 December 2019, a 14.5 per cent increase from the €107,320 million recorded as of 31 December 2018, mainly as a result of the increase in the volume of reverse repurchase agreements with credit institutions recorded under "Financial assets held for trading" and, to a lesser extent, the increase in derivatives recorded under "Financial assets held for trading".

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €195,269 million, a 0.1 per cent decrease compared with the €195,467 million recorded as of 31 December 2018. Within this heading, loans and advances to customers amounted to €167,341 million as of 31 December 2019, a decrease of 1.8 per cent from the €170,438 million recorded as of 31 December 2018, mainly as a result of the decrease in residential mortgage loans and, to a lesser extent, the decrease in loans to the public sector, partially offset by an increase in consumer loans.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31 December 2019 amounted to €78,684 million, a 10.8 per cent increase compared with the €71,033 million recorded as of 31 December 2018, mainly as a result of the increase in repurchase agreements with credit institutions.

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €182,370 million, a 0.6 per cent decrease compared with the €183,414 million recorded as of 31 December 2018 mainly as a result of the decrease in time deposits due to the decreases in interest rates.

Mutual funds of this operating segment as of 31 December 2019 amounted to €41,390 million, a 5.5 per cent increase from the €39,250 million recorded as of 31 December 2018, mainly due to new contributions by our customers.

Pension funds of this operating segment as of 31 December 2019 amounted to €24,678 million, a 6.0 per cent increase compared with the €23,274 million recorded as of 31 December 2018, mainly due to new contributions by our customers.

This operating segment's non-performing loan ratio decreased to 4.4 per cent as of 31 December 2019 from 5.1 per cent as of 31 December 2018, mainly due to a 14.3 per cent decrease in the balance of non-performing loans in the period (€8,635 million as of 31 December 2019 and €10,073 million as of 31 December 2018). This change was mainly explained by the sale of non-performing mortgage loans and write-offs in 2019. This operating segment's non-performing loan coverage ratio increased to 60 per cent as of 31 December 2019 from 57 per cent as of 31 December 2018.

### **The United States**

This operating segment includes the Group's business in the United States. BBVA USA accounted for 89.7 per cent of this operating segment's balance sheet as of 31 December 2019. Given the importance of BBVA USA in this segment, most of the comments below refer to BBVA USA. This operating segment also includes the assets and liabilities of BBVA branch in New York, which specializes in transactions with large corporations.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

The U.S. dollar appreciated 1.9 per cent against the euro as of 31 December 2019 compared with 31 December 2018, positively affecting the business activity of the United States operating segment as of 31 December 2019 expressed in euros.

Financial assets designated at fair value of this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31 December 2019 amounted to €7,659 million, a 26.9 per cent decrease from the €10,481 million recorded as of 31 December 2018, mainly due to a decrease in the volume of U.S. Treasury and other U.S. government securities and in mortgage-backed securities due to the lower interest rates offered by such securities.

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €69,510 million, a 9.4 per cent increase compared with the €63,539 million recorded as of 31 December 2018. Within this heading, loans and advances to customers of this operating segment as of 31 December 2019 amounted to €63,162 million, a 3.9 per cent increase compared with the €60,808 million recorded as of 31 December 2018, mainly due to an increase in loans to non-financial entities.

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €67,525 million, a 5.7 per cent increase compared with the €63,891 million recorded as of 31 December 2018, mainly due to an increase in demand deposits, partially offset by a decrease in time deposits due to the lower interest rates offered to customers.

The non-performing loan ratio of this operating segment as of 31 December 2019 decreased to 1.1 per cent from 1.3 per cent as of 31 December 2018, mainly due to the decrease in the non-performing loan portfolio. This operating segment's non-performing loan coverage ratio increased to 101 per cent as of 31 December 2019, from 85 per cent as of 31 December 2018, as a result of higher loss allowances and the decrease in non-performing loans, in particular, in the commercial, financial and agricultural portfolios.

### **Mexico**

The Mexico operating segment includes the banking and insurance businesses conducted in Mexico by BBVA Mexico. Since 2018, it also includes BBVA Mexico's branch in Houston (which was previously part of our United States segment).

The financial information for 2017 relating to such segments included in the Consolidated Financial Statements and in this Base Prospectus has been revised in order to improve its comparability with financial information for subsequent periods.

The Mexican peso appreciated 6.0 per cent against the euro as of 31 December 2019 compared with 31 December 2018, positively affecting the business activity of the Mexico operating segment as of 31 December 2019 expressed in euros.

Financial assets designated at fair value of this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31 December 2019 amounted to €31,402 million, a 20.7 per cent increase from the €26,022 million recorded as of 31 December 2018, mainly as a result of the increase in the volume of reverse repurchase agreements with financial institutions within the trading portfolio, the increase in debt securities recorded under "Financial assets held for trading", the transfer of certain loans from the amortised cost portfolio and the appreciation of the Mexican peso against the euro.

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €66,180 million, a 14.7 per cent increase compared with the €57,709 million recorded as of 31 December 2018. Within this heading, loans and advances to customers of this operating segment as of 31 December 2019 amounted to €58,081 million, a 13.7 per cent increase compared with the €51,101 million recorded as of 31 December 2018, mainly due to the increase in the volume of wholesale loans and loans to non-financial entities and households and the appreciation of the Mexican peso against the euro, partially offset by the transfer of certain loans to the trading portfolio.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31 December 2019 amounted to €21,784 million, a 20.8 per cent increase compared with the €18,028 million recorded as of 31 December 2018, mainly as a result of the increase in the volume of repurchase agreements and, to a lesser extent, the appreciation of the Mexican peso against the euro.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €55,934 million, a 10.7 per cent increase compared with the €50,530 million recorded as of 31 December 2018, primarily due to the increase in demand deposits for households and, to a lesser extent, the increase in wholesale deposits, being the latter positively affected by the appreciation of the Mexican peso against the euro.

Mutual funds of this operating segment as of 31 December 2019 amounted to €21,929 million, a 23.7 per cent increase compared with the €17,733 million recorded as of 31 December 2018, primarily due to the promotion of a wide range of investment products and the appreciation of the Mexican peso against the euro.

This operating segment's non-performing loan ratio increased to 2.4 per cent as of 31 December 2019 from 2.1 per cent as of 31 December 2018, mainly due to the operation of the contagion rules for retail exposures ('pulling effect'), as well as to the change in the accounting criteria for the recognition of non-performing loans (from three past-due installments to 90 days past-due). As a consequence, this operating segment's non-performing loan coverage ratio decreased to 136 per cent as of 31 December 2019 from 154 per cent as of 31 December 2018.

### **Turkey**

This operating segment comprises the activities carried out by Garanti BBVA as an integrated financial services group operating in every segment of the banking sector, including corporate, commercial, SME, payment systems, retail, private and investment banking, together with its subsidiaries in pension and life insurance, leasing, factoring, brokerage and asset management, as well as its international subsidiaries in the Netherlands and Romania.

The Turkish lira depreciated 9.4 per cent against the euro as of 31 December 2019 compared to 31 December 2018, negatively affecting the business activity of the Turkey operating segment as of 31 December 2019 expressed in euros.

Financial assets designated at fair value of this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31 December 2019 amounted to €5,268 million, a 4.3 per cent decrease from the €5,506 million recorded as of 31 December 2018, mainly as a result of the depreciation of the Turkish lira. At constant exchange rates, there was an increase in financial assets designated at fair value as a result of the increase in debt securities denominated in euros with central governments.

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €51,285 million a 1.9 per cent increase compared with the €50,315 million recorded as of 31 December 2018. Within this heading, loans and advances to customers of this operating segment as of 31 December 2019 amounted to €40,500 million, a 2.4 per cent decrease compared with the €41,478 million recorded as of 31 December 2018, mainly due to the depreciation of the Turkish lira, partially offset by the increase in the volume of Turkish-lira denominated loans, in particular commercial loans supported by the Credit Guarantee Fund, consumer loans and credit cards.

Financial liabilities held for trading and designated at fair value through profit or loss of this operating segment as of 31 December 2019 amounted to €2,184 million, a 17.9 per cent increase compared with the €1,852 million recorded as of 31 December 2018, mainly as a result of the increase in debt securities within the trading portfolio, which more than offset the effect of the depreciation of the Turkish lira.

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €41,335 million, a 3.6 per cent increase compared with the €39,905 million recorded as of 31 December 2018, mainly due to the increase in demand deposits in both Turkish lira and foreign currencies, partially offset by the depreciation of the Turkish lira.

Mutual funds in this operating segment as of 31 December 2019 amounted to €1,460 million compared with the €669 million recorded as of 31 December 2018, mainly due to the growth in money market related funds, which more than offset the effect of the depreciation of the Turkish lira.

Pension funds in this operating segment as of 31 December 2019 amounted to €2,446 million, a 10.0 per cent increase compared with the €2,225 million recorded as of 31 December 2018, mainly due to the favorable market dynamics, where the rapid decrease in interest rates has forced returns from funds to be higher than those from deposits, partially offset by the depreciation of the Turkish lira.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

The non-performing loan ratio of this operating segment as of 31 December 2019 was 7.0 per cent compared with 5.3 per cent as of 31 December 2018 mainly as a result of an increase in non-performing loans. This operating segment's non-performing loan coverage ratio decreased to 75 per cent as of 31 December 2019 from 81 per cent as of 31 December 2018, mainly due to the increase in the balance of non-performing loans as of 31 December 2019 compared to the balance recorded as of 31 December 2018.

### **South America**

The South America operating segment includes the Group's banking and insurance businesses in the region.

The main business units included in the South America operating segment are:

**Retail and Corporate Banking:** includes banks in Argentina, Colombia, Peru, Uruguay and Venezuela.

**Insurance:** includes insurance businesses in Argentina, Colombia and Venezuela.

As of 31 December 2019, the Argentine peso depreciated 35.7 per cent against the euro compared to 31 December 2018, while the Colombian peso and the Peruvian sol appreciated against the euro, compared to 31 December 2018, by 1.7 per cent and 3.8 per cent, respectively. Overall, changes in exchange rates have negatively affected the business activity of the South America operating segment as of 31 December 2019 expressed in euros.

As of and for the years ended 31 December 2019 and 2018, the Argentine and Venezuelan economies were considered to be hyperinflationary as defined by IAS 29.

In August 2018, BBVA reached an agreement for the sale of its wholly-owned subsidiary BBVA Paraguay. As of the date of this Base Prospectus, completion of the sale is still pending obtaining the relevant regulatory authorisations. For additional information, see "*—History and Development of BBVA—Capital Divestitures—2019—Sale of BBVA Paraguay.*"

Financial assets designated at fair value for this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31 December 2019 amounted to €6,120 million, a 8.6 per cent increase compared with the €5,634 million recorded as of 31 December 2018, mainly due to the increase in debt securities issued by central banks and the central governments in Argentina and Peru, partially offset by the depreciation of the Argentine peso against the euro.

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €37,869 million, a 3.3 per cent increase compared with the €36,649 million recorded as of 31 December 2018. Within this heading, loans and advances to customers of this operating segment as of 31 December 2019 amounted to €35,701 million, a 3.6 per cent increase compared with the €34,469 million recorded as of 31 December 2018, mainly as a result of the increase in consumer, mortgage and credit cards loans in Colombia and Peru, partially offset by the depreciation of the Argentine peso.

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €36,104 million, a 0.7 per cent decrease compared with the €35,842 million recorded as of 31 December 2018, mainly as a result of the depreciation of the Argentine peso.

Mutual funds in this operating segment as of 31 December 2019 amounted to €3,860 million, a 3.2 per cent increase compared with the €3,741 million recorded as of 31 December 2018, mainly due to the favourable market dynamics, which positively affected the performance of institutional banking and Corporate & Investment Banking ("C&IB"), especially in Colombia and Peru, partially offset by the depreciation of the Argentine peso against the euro.

Pension funds in this operating segment as of 31 December 2019 amounted to €9,005 million, a 13.7 per cent increase compared with the €7,921 million recorded as of 31 December 2018, mainly as a result of an increase in pension funds in Bolivia, where contributions to pension funds are mandatory.

The non-performing loan ratio of this operating segment as of 31 December 2019 increased to 4.4 per cent compared with 4.3 per cent as of 31 December 2018. This operating segment's non-performing loan coverage ratio increased to 100 per cent as of 31 December 2019, from 97 per cent provisions in Peru and Argentina as of 31 December 2019 compared to the balance recorded as of 31 December 2018.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

### **Rest of Eurasia**

This operating segment includes the retail and wholesale banking businesses carried out by the Group in Europe and Asia, except for those businesses comprised in our Spain and Turkey operating segments. In particular, The Group's activity in Europe is carried out through banks and financial institutions in Switzerland, Italy, Germany and Finland and branches in Germany, Belgium, France, Italy, Portugal and the United Kingdom. The Group's activity in Asia is carried out through branches (in Taipei, Tokyo, Hong Kong, Singapore and Shanghai) and representative offices (in Beijing, Seoul, Mumbai, Abu Dhabi and Jakarta).

Financial assets designated at fair value for this operating segment (which includes the following portfolios: "Financial assets held for trading", "Non-trading financial assets mandatorily at fair value through profit or loss", "Financial assets designated at fair value through profit or loss" and "Financial assets at fair value through other comprehensive income") as of 31 December 2019 amounted to €477 million, a 5.2 per cent decrease compared with the €504 million recorded as of 31 December 2018, mainly due to the decrease in debt securities within the fair value through other comprehensive income portfolio in C&IB Asia.

Financial assets at amortised cost of this operating segment as of 31 December 2019 amounted to €22,224 million, a 24.9 per cent increase compared with the €17,799 million recorded as of 31 December 2018. Within this heading, loans and advances to customers of this operating segment as of 31 December 2019 amounted to €19,660 million, an 18.4 per cent increase compared with the €16,598 million recorded as of 31 December 2018, mainly as a result of an increase in enterprise loans and the growth in the corporate and investment banking business in Asia.

Customer deposits at amortised cost of this operating segment as of 31 December 2019 amounted to €4,708 million, a 3.5 per cent decrease compared with the €4,876 million recorded as of 31 December 2018, mainly due to the negative interest rate environment in Europe which has led certain investors to withdraw certain deposits.

Pension funds in this operating segment as of 31 December 2019 amounted to €500 million, a 29.1 per cent increase compared with the €388 million recorded as of 31 December 2018, mainly due to the offering of a new multi-strategic product.

The non-performing loan ratio of this operating segment as of 31 December 2019 was 1.2 per cent compared with 1.7 per cent as of 31 December 2018. This operating segment's non-performing loan coverage ratio increased to 98 per cent as of 31 December 2019, from 83 per cent as of 31 December 2018.

### **Organisational Structure**

As of 31 December 2019, the Group was composed of 288 consolidated entities and 54 entities accounted for using the equity method.

The companies comprising the BBVA Group are principally domiciled in the following countries: Argentina, Bolivia, Brazil, Chile, Colombia, Finland, France, Germany, Italy, Mexico, Netherlands, Peru, Portugal, Romania, Spain, Switzerland, Turkey, United Kingdom, the United States of America, Uruguay and Venezuela. In addition, BBVA has an active presence in Asia.

Below is a simplified organizational chart of BBVA's most significant subsidiaries as of 31 December 2019.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

Subsidiary	Country of Incorporation	Activity	BBVA Voting Power	BBVA Ownership	Total Assets (1)
			(in Percentages)		(In Millions of Euros)
BBVA MEXICO	Mexico	Bank	100.00	100.00	95,364
BBVA USA	The United States	Bank	100.00	100.00	72,994
GARANTI BBVA AS	Turkey	Bank	49.85	49.85	56,969
BBVA PERU	Peru	Bank	92.24 (2)	46.12	21,506
BBVA SEGUROS, S.A. DE SEGUROS Y REASEGUROS	Spain	Insurance	99.96	99.96	17,950
BBVA COLOMBIA, S.A.	Colombia	Bank	95.47	95.47	17,222
BANCO BBVA ARGENTINA, S.A.	Argentina	Bank	66.55	66.55	6,587
SEGUROS BBVA BANCOMER, S.A. DE C.V., GRUPO FINANCIERO BBVA BANCOMER	Mexico	Insurance	100.00	100.00	5,335
PENSIONES BBVA BANCOMER, S.A. DE C.V., GRUPO FINANCIERO BBVA BANCOMER	Mexico	Insurance	100.00	100.00	5,080
BBVA USA BANCSHARES, INC.	The United States	Investment	100.00	100.00	4,099

(1) Information for non-EU subsidiaries has been calculated using the prevailing exchange rates on 31 December 2019.

(2) Subject to certain exceptions.

### **Selected Financial Data**

The historical financial information set forth below for the years ended 31 December 2019, 2018 and 2017 has been selected from, and should be read together with, the Consolidated Financial Statements included herein. The Group's consolidated income statements for 2018 and 2017 have been restated for comparative purposes due to the entry into force of the Amendment to IAS 12.

### **Consolidated Statement of Income Data**

	<b>Year ended 31 December</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
(in millions of euro)			
Net interest income	18,202	17,591	17,758
Net profit	4,345	6,227	4,757
Net profit attributable to parent company	3,512	5,400	3,514

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

### **Consolidated Statement of Income Data**

	<b>As at 31 December</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>(in millions of euro)</b>			
Total assets	698,690	676,689	690,059
Financial assets at amortised cost	439,162	419,660	445,275
Customers' deposits	384,219	375,970	376,379
Debt certificates and other financial liabilities	68,619	63,970	63,915
Non-controlling interests	6,201	5,764	6,979
Total equity	54,925	52,874	53,323

### **DIRECTORS AND SENIOR MANAGEMENT**

BBVA is managed by a Board of Directors which, in accordance with its current by-laws (*Estatutos*), must consist of no less than 5 and no more than 15 members. All members of the Board of Directors are elected to serve three-year terms. BBVA's Board of Directors' Regulations state that the Board of Directors must try to ensure that there is an ample majority of non-executive directors over the number of executive directors on the Board of Directors.

BBVA's corporate governance system is based on the distribution of functions between the Board of Directors, the Executive Committee (*Comisión Delegada Permanente*) and other specialised Board Committees, namely: the Audit Committee; the Appointments and Corporate Governance Committee; the Remunerations Committee; the Risk and Compliance Committee; and the Technology and Cybersecurity Committee. BBVA's Board of Directors are assisted in fulfilling its responsibilities by the Executive Committee. The Executive Committee will deal with those matters that the Board of Directors agrees to delegate to it, in accordance with the law, the Bylaws, the Board of Directors' Regulations or its own Regulations approved by the Board of Directors.

#### ***Board of Directors***

The Board of Directors of BBVA currently comprises 15 members. The business address of the Directors of BBVA is Calle Azul, 4, 28050 Madrid.

BBVA may, from time to time, enter into transactions in the ordinary course of its business, and on an arm's length basis, with the Directors.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

BBVA's Board of Directors' Regulations includes rules which are designed to prevent situations where a potential conflict of interest may arise. These Regulations provide, among other matters, that directors must refrain from participating in deliberations and votes on resolutions or decisions in which they or a related party may have a direct or indirect conflict of interest. Accordingly, there are no potential conflicts of interest between the private interests or other duties of the directors and their duties to BBVA.

The following table sets forth the names of the members of the Board of Directors as of the date of this Base Prospectus, their date of appointment and re-election, if applicable, their current positions and their present principal outside occupation and employment history.

<b>Name</b>	<b>Birth Year</b>	<b>Current Position</b>	<b>Date Nominated</b>	<b>Date Re-elected</b>	<b>Present Principal Outside Occupation and Employment History<sup>(*)</sup></b>
Carlos Torres Vila <sup>(1)(6)</sup>	1966	Group Executive Chairman	4 May 2015	15 March 2019	Chairman of the Board of Directors and Group Executive Chairman of BBVA since December 2018. Chairman of the Executive Committee and of the Technology and Cybersecurity Committee. Director of Grupo Financiero BBVA Bancomer, S.A. de C.V. and BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer. Chief Executive Officer of BBVA from May 2015 until his appointment as Chairman. He started at BBVA in September 2008 holding senior management posts such as Head of Digital Banking from March 2014 to May 2015 and BBVA Strategy & Corporate Development Director from January 2009 to March 2014.
Onur Genç <sup>(1)</sup>	1974	Chief Executive Officer	20 December 2018	15 March 2019	Chief Executive Officer of BBVA since December 2018. Director of BBVA USA Bancshares, Inc., Grupo Financiero BBVA Bancomer, S.A. de C.V. and BBVA Bancomer S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer. Chairman and CEO of BBVA USA and BBVA's Country Manager in the USA from January 2017 to December 2018. Deputy CEO at Garanti BBVA between 2015 and 2017 and Vice President for retail and private banking at Garanti BBVA between 2012 and 2015.
José Miguel Andrés Torrecillas <sup>(1)(2)(3)</sup>	1955	Deputy Chair (Independent Director)	13 March 2015	16 March 2018	Deputy Chair of the Board of Directors of BBVA since April 2019 and Chairman of the Appointments and Corporate Governance Committee. Director of Zardoya Otis, S.A. Chairman of Ernst & Young Spain from 2004 to 2014, where he was a partner since 1987 and also held a series of senior offices, including Managing Partner of the Banking Group from 1989 to 2004 and Managing Director of the Audit and Advisory practices at Ernst & Young Italy and Portugal from 2008 to 2013.
Jaime Félix Caruana	1952	Independent Director	16 March	Not applicable	Chairman of the Audit Committee since April 2019. Member of the

## DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Present Principal Outside Occupation and Employment History <sup>(*)</sup>
Lacorte(1)(2)(5)			2018		Group of Thirty (G-30) and Sponsor ( <i>patrono</i> ) of the Spanish Aspen Institute Foundation. General Manager of the Bank of International Settlements (BIS) between 2009 and 2017. Between 2006 and 2009 he was Head of the Monetary, Capital Markets Department and Financial Counselor and General Manager at the International Monetary Fund (IMF), he was Chair of the Basel's Banking Supervision Committee between 2003 and 2006, he was Governor of the Bank of Spain between 2000 and 2006, and he was General Manager of Banking Supervision at the Bank of Spain between 1999 and 2000.
Raúl Catarino Galamba de Oliveira (5)(6)	1964	Independent Director	13 March 2020	Not applicable	Independent Chair of the Board of Directors of CTT- Correios de Portugal, S.A. and non-executive director of José de Mello Saúde and José de Mello Capital. His career path has been mainly linked to McKinsey & Company, where he was appointed partner in 1995, Director of the Portugal office in 2000, Managing Partner of Global Risk practice between 2013 and 2016, member of the Global Shareholders' Board from 2005 and 2011, member of the Global Partner Election and Evaluation Committees between 2001 and 2017, member of the Remuneration Committee from 2005 to 2013 and Chairman of the Global Learning Board from 2006 to 2011.
Belen López(2)(3)(4)	1960	Independent Director	16 March 2012	16 March 2018	Chair of the Remunerations Committee. Member of the Executive Board of Merck Group and CEO of Merck Healthcare, member of the Board of Directors of L'Oréal and, since 2011, Chair of the International Senior Executive Committee of PhRMA, ISEC (Pharmaceutical Research and Manufacturers of America). Previously, she was President of Commercial Operations for Europe and Canada at Sanofi Aventis.
Sunir Kapoor(6)	1963	Independent Director	11 March 2016	15 March 2019	Operating partner at Atlantic Bridge Capital, independent director at Stratio Big Data and advisor to mCloud. He was President and CEO of UBmatrix Inc from 2005 to 2011. Executive Vice President and CMO of Cassatt Corporation from 2004 to 2005. Oracle Corporation, Vice President Collaboration Suite from 2002 to 2004. Founder and CEO of Tsola Inc from 1999 to 2001. President and CEO of E-Stamp Corporation from 1996 to 1999. Vice President of Strategy, Marketing and Planning of Oracle Corporation from 1994 to 1996.

## DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Present Principal Outside Occupation and Employment History <sup>(*)</sup>
Lourdes Carro(2)(4)	Máiz 1959	Independent Director	14 March 2014	13 March 2020	Secretary of the Board of Directors and Director of Legal Services at Iberia, Líneas Aéreas de España from 2001 until 2016. Joined the Spanish State Counsel Corps (Cuerpo de Abogados del Estado) and from 1992 until 1993 she was Deputy to the Director in the Ministry of Public Administration. From 1993 to 2001 held various senior positions in the Public Administration, including Director of the Cabinet of the Assistant Secretary of Public Administration and General Director of the Sociedad Estatal de Participaciones Patrimoniales (SEPPA) within the Ministry of Economy and Finance.
José Maldonado Ramos(1)(3)	1952	External Director	28 January 2000	16 March 2018	Appointed Director and General Secretary of BBVA in January 2000. Took early retirement as Bank executive in December 2009. Previously, he was Board Secretary and Director of Legal Services for Empresa Nacional para el Desarrollo de la Industria Alimentaria, S.A. (Endiasa); Astilleros Españoles, S.A.; and Iberia, Líneas Aéreas de España, S.A.
Ana Cristina Peralta Moreno(2)(4)	1961	Independent Director	16 March 2018	Not applicable	Independent director of Greenergy Renovables, S.A. and independent director of Inmobiliaria Colonial, SOCIMI, S.A. Independent director at Deutsche Bank SAE from 2014 to 2018; independent director at Banco Echeverría, S.A. between 2013 and 2014. Previously, she was Chief Risk Officer and Member of the Management Committee of Banco Pastor, S.A. and she held several positions at Bankinter, S.A. including Chief Risk Officer and member of the Management Committee.
Juan Llorens(3)(5)(6)(7)	Pi 1950	Independent Director	27 July 2011	16 March 2018	Lead Director of BBVA since April 2019 and Chairman of the Risk and Compliance Committee. Chairman of the Board of Directors of Ecolumber, S.A. and non-executive director at Oesía Networks, S.L. and of Tecnabit, S.L.U. Had a professional career at IBM holding various senior posts at a national and international level including Vice President for Sales at IBM Europe from 2005 to 2008, Vice President of Technology & Systems Group at IBM Europe from 2008 to 2010 and Vice President of the Finance Services Sector at GMU (Growth Markets Units) in China from 2009 to 2011. He was executive President of IBM Spain between 1998 and 2001.
Ana Leonor Revenga	1963	Independent Director	13 March	Not applicable	Senior Fellow at the Brookings Institution since 2018, Adjunct Professor at the Walsh School of

## DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

Name	Birth Year	Current Position	Date Nominated	Date Re-elected	Present Principal Outside Occupation and Employment History <sup>(*)</sup>
Shanklin (5)			2020		Foreign Service at Georgetown University since 2019 and Chair of the ISEAK Foundation Board of Trustees since 2018. Her career path has been mainly linked to World Bank, where she has held various senior posts, including Senior Global Director of Poverty and Equity between 2014 and 2016 and Deputy Chief Economist between 2016 and 2017.
Susana Rodríguez Vidarte(1)(3)(5)	1955	External Director	28 May 2002	13 March 2020	Professor of Strategy at the Faculty of Economics and Business Sciences at Universidad de Deusto. She was Dean of the Faculty of Economics and Business Administration of the University of Deusto from 1996 to 2009, Director of the Instituto Internacional de Dirección de Empresas (INSIDE) from 2003 to 2008 and Director of the Postgraduate Area from 2009 to 2012. Doctor in Economic and Business Sciences from Universidad de Deusto.
Carlos Vicente Salazar Lomelín (**)(4)	1951	External Director	13 March 2020	Not applicable	Chairman of Mexico's Business Coordinating Council since 2019 and independent director to Sukarne and Alsea since 2017 and 2019, respectively. Director of Grupo Financiero BBVA Bancomer, S.A. de C.V. and of BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer. His career path has been linked to the Grupo Fomento Económico Mexicano S.A.B. de C.V. (Femsa) until 2019, having held roles such as General Manager of Cervecería Cuauhtémoc-Moctezuma and General Manager of Femsa from 2014 to 2017.
Jan Paul Marie Francis Verplancke (4)(6)	1963	Independent Director	16 March 2018	Not applicable	Director, Chief Information Officer, Group Head of Technology and Banking Operations, of Standard Chartered Bank, between 2004 and 2015. Before that, he held several positions in multinational companies, such as Vice President of Technology and Chief Information Officer, in the EMEA region of Dell (1999-2004).

(\*) Where no date is provided, the position is currently held.

- (1) Member of the Executive Committee.
- (2) Member of the Audit Committee.
- (3) Member of the Appointments and Corporate Governance Committee.
- (4) Member of the Remunerations Committee.
- (5) Member of the Risk and Compliance Committee.
- (6) Member of the Technology and Cybersecurity Committee.
- (7) Lead Director.

### Major Shareholders and Share Capital

On 5 February 2020, Blackrock, Inc. reported to the SEC that it beneficially owned 6.3 per cent of BBVA's common stock.

## **DESCRIPTION OF BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**

As of 11th May, 2020, Norges Bank communicated that it held an indirect interest of 3.235 per cent. in BBVA's share capital.

As of 30 September 2020, no other person, corporation or government beneficially owned, directly or indirectly, five per cent or more of BBVA's shares. BBVA's major shareholders do not have voting rights which are different from those held by the rest of its shareholders. To the extent known to us, BBVA is not controlled, directly or indirectly, by any other corporation, government or any other natural or legal person. As of 30 September 2020, there were 898,240 registered holders of BBVA's shares, with an aggregate of 6,667,886,580 shares (including shares represented by American Depository Shares evidenced by American Depository Receipts ("ADRs")). Since certain of such shares and ADRs are held by nominees, the foregoing figures are not representative of the number of beneficial holders.

### **Legal Proceedings**

The Guarantor and its subsidiaries are involved in a number of legal and regulatory actions and proceedings, including legal claims and proceedings, civil and criminal regulatory proceedings, governmental investigations and proceedings, tax proceedings and other proceedings in jurisdictions around the world. Legal and regulatory actions and proceedings are subject to many uncertainties, and their outcomes, including the timing thereof, the amount of fines or the form of any settlements, or changes in business practices we may need to introduce as a result thereof, any of which may be material, are often difficult to predict, particularly in the early stages of a particular legal or regulatory matter.

As of the date hereof, the Guarantor and its subsidiaries are involved in a number of legal and regulatory actions and proceedings in various jurisdictions around the world (including, among others, Spain, Mexico and the United States), the adverse resolution of which may adversely affect the Group. See "*Risk Factors—The Group is party to a number of legal and regulatory actions and proceedings.*"

The Group can provide no assurance that the legal and regulatory actions and proceedings to which it is subject, or to which it may become subject in the future or otherwise affected by, will not, if resolved adversely, result in a material adverse effect on the Group's business, financial position or results of operations.

### **Regulation of the New York Branch and of BBVA in the United States**

The New York Branch is licensed by the Superintendent of Financial Services of the State of New York under the banking law of the State of New York. The New York Branch is examined by the New York State Department of Financial Services (the "**Superintendent**") and the Board of Governors of the Federal Reserve System and is subject to banking laws and regulations applicable to a foreign bank that operates a branch in New York State.

New York State banking law authorizes the Superintendent to take possession of the business and property of the New York branch of a foreign bank under circumstances similar to those that would permit the Superintendent to take possession of the business and property of a state-chartered bank. These circumstances include the violation of any law, unsafe business procedures, capital impairments, suspension of payment of obligations, the initiation of liquidation proceedings against the foreign bank in the jurisdiction of its domicile or elsewhere or the existence of reason to doubt its ability or willingness to pay in full the accepted claims specified in New York State banking law. Pursuant to Section 606.4 of New York State banking law, in liquidating or dealing with the foreign bank branch's business after taking possession of the branch, the claims of creditors which arose out of transactions with the branch may be accepted or rejected by the Superintendent; those which are not rejected are "accepted" with respect to the branch's assets to the exclusion of the claims of other creditors of the foreign bank, without prejudice to the rights of the holders of such "accepted" claims to be satisfied out of other assets of the foreign bank.

In addition to being subject to New York State banking law and regulations via the New York Branch, BBVA is subject to certain other state regulations and to United States federal regulation, including under the Bank Holding Company Act of 1956, as amended.

## TAXATION

### TAXATION

#### Preliminary consideration: Tax residence of the Issuer

The Issuer is incorporated as a private company with limited liability under the laws of the Netherlands. On the basis of section 2 subsection 4 Dutch Corporate Income Tax Act 1969, a company which is incorporated under Dutch law, is considered to be resident of the Netherlands for Dutch domestic tax purposes. This notwithstanding, the effective management of the company is currently carried out from Spain, since the key management and commercial decisions that are necessary to conduct the entity's business are taken from Spain. On the basis of such circumstance, the Issuer is also regarded as resident in Spain for tax purposes, as provided by Law 27/2014, of 27 November, on Corporate Income Tax (*Impuesto sobre Sociedades*).

Under this scenario in which the Issuer is resident for tax purposes both in Spain and in the Netherlands, the provisions contained in the Convention between the Netherlands and Spain for the Avoidance of Double Taxation with respect to Taxes on Income and on Net Wealth (the "**Convention**") apply. The Convention was ratified by Instrument made in Madrid on 16 June 1971 and was published on the Spanish National Gazette on 16 October 1972.

Pursuant to section 4 of the Convention (which deals with the general criteria followed by the Convention to consider a person as a resident of a Contracting State), an entity which is a resident of both Spain and the Netherlands is considered to be a resident of the State in which the place of its effective management is located (i.e., Spain).

#### Responsibility for Withholding

Payments in respect of Notes will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Spain or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer or, as the case may be, the Guarantor will (subject to certain exceptions described in General Condition 7) pay such additional amounts as will result in the holders of Notes receiving such amounts as they would have received in respect of such Notes had no such withholding or deduction been required.

#### Spanish Taxation

*The following summary refers solely to certain Spanish tax consequences of the acquisition, ownership and disposition of the Notes. The tax consequences described in this section are based on the general assumption that the Notes are initially registered for clearance and settlement in DTC, Euroclear and Clearstream, Luxembourg. It does not purport to be a complete analysis of all tax consequences relating to the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which might be subject to special rules. Prospective investors should consult their own tax advisors as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving any payments under the Notes. This summary is based upon the Spanish State law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. Regional tax laws may alter the consequences outlined in this summary in certain circumstances. References in this section to Noteholders include the beneficial owners of the Notes.*

#### Acquisition of the Notes

The issue of, subscription for, transfer and acquisition of the Notes is exempt from Transfer and Stamp Tax (*Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados*) and Value Added Tax (*Impuesto sobre el Valor Añadido*).

#### Taxation on the income and transfer of the notes

The tax treatment of the acquisition, holding and subsequent transfer of the Notes is summarised below and is based on the tax regime applicable to the Notes pursuant to Royal Legislative Decree 5/2004 of March 5 approving the consolidated text of the Non-Resident Income Tax Law (*Impuesto sobre la Renta de los no Residentes*), as amended by Law 26/2014 of 27 November 2014, Law 27/2014 of 27 November 2014 approving the consolidated text of the Corporate Income Tax Law (*Impuesto sobre Sociedades*) and Law 35/2006 of 28 November 2006 on Personal Tax Law (*Impuesto sobre la Renta de las Personas Físicas*), as amended by Law 26/2014 of 27 November 2014 Law 19/1991 of 6 June 1991 approving the Wealth Tax Law (*Impuesto sobre el*

## **TAXATION**

Patrimonio), and Law 29/1987 of 18 December 1987 approving the Inheritance and Gift Tax Law. Consideration has also been given to the rules for the implementation of such regulations (Royal Decree 1776/2004 of 30 July approving the Non-Resident Income Tax Regulations, Royal Decree 439/2007 of 30 March, approving the Individuals Income Tax Regulations as amended by Royal Decree 1003/2014 of 5 December 2014 and Royal Decree 634/2015 of 10 July 2015 approving the Corporate Income Tax Regulations).

Consideration has also been given to Spanish legislation on the issuance of preferred securities and debt securities issued by Spanish financial and non-financial listed entities, either directly or through a subsidiary (Law 10/2014, and RD 1065/2007 (as amended by RD 1145/2011), approving the General Regulations relating to tax inspection and management procedures and developing the common rules of the procedures to apply taxes).

### **Income obtained by Noteholders who are Non-Resident Income Tax payers in Spain in respect of the Notes**

Income obtained by Noteholders who are Non-Resident Income Tax payers, both in respect of interest and in connection with the transfer, repayment or redemption of the Notes, whether or not through a permanent establishment, shall be considered Spanish source income and therefore subject to taxation in Spain under Legislative Royal Decree 5/2004 of 5 March approving the Consolidated Non-Resident Income Tax Law, amended by Law 26/2014 of 28 November 2014, without prejudice to the provisions contained in any applicable tax treaty for the avoidance of double taxation ("DTT").

### **Income not obtained through a permanent establishment in Spain in respect of the Notes**

Income obtained by Noteholders who are not tax resident in Spain acting for these purposes without a permanent establishment within Spain is exempt from Non-Resident Income Tax in the terms described under "Tax reporting obligations of the Issuer and the Guarantor" below.

### **Income obtained through a permanent establishment in Spain in respect of the Notes / Corporate Income Tax taxpayers**

The holding of Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

Income obtained by non-Spanish resident holders acting through a permanent establishment in Spain in respect of the Notes will be taxed under the rules provided by Chapter III of the Non-Resident Income Tax Law. These Noteholders will be subject to taxation substantially in the same manner as Spanish Corporate Income Tax taxpayers and, therefore, it shall be computed as taxable income in accordance with the general rules set out in the Corporate Income Tax Law and will therefore be taxed at the general current rate of 25 per cent.

Income derived from the transfer and holding of the Notes shall not be subject to withholding tax as provided by Section 61(s) of the Corporate Income Tax Regulations, to the extent that the Notes satisfy the requirements laid down by the reply to the Directorate General for Taxation's (Dirección General de Tributos) consultation, on 27 July 2004, indicating that in the case of issuances made by entities with tax residency in Spain, (as in the case of the Issuer), application of the exemption requires that the Notes be placed outside Spain in another OECD country and traded on organised markets in OECD countries. Notes issued under the Programme and traded in an OECD country different from Spain are expected to satisfy these requirements.

For withholding on income derived from payment of interest, redemption or repayment of the Notes see "Taxation - Tax Reporting Obligations of the Issuer and the Guarantor".

In accordance with Section 61 (q) of the Corporate Income Tax Regulations, there is no obligation to withhold on the income derived from the transfer and holding of the Notes obtained by Spanish Corporate Income Tax

## **TAXATION**

taxpayers from financial assets represented in book entries form and traded in a Spanish official secondary market.

### **Individuals with tax residency in Spain**

Income obtained by Noteholders who are Personal Income Tax payers, both as interest and in connection with the transfer, redemption or repayment of the Notes, shall be considered income on investments obtained from the assignment of an individual's capital to third parties, as defined in Section 25.2 of Individuals Income Tax Law and therefore will be taxed as savings income at the applicable rate currently varying from 19 per cent. to 26 per cent.

The above mentioned income will be subject to the corresponding personal income tax withholding at the applicable tax rate (currently 19 per cent.). Article 44 of the RD 1065/2007 has established new information procedures for debt instruments issued under the Law 10/2014 (which do not require identification of the Noteholders) and has provided that the interest will be paid by the relevant Issuer to the Paying Agent for the whole amount, provided that such information procedures are complied with.

Nevertheless, withholding tax at the applicable rate (currently 19 per cent.) may have to be deducted by other entities (such as depositaries or financial entities), provided that such entities are resident for tax purposes in Spain or have a permanent establishment in Spanish territory.

The Issuer and the Guarantor consider that, according to RD 1145/2011, they are not obliged to withhold any tax amount provided that the new simplified information procedures (which do not require identification of the Noteholders) are complied with by the Paying Agent as it is described in section "Tax Reporting Obligations of the Issuer and the Guarantor".

However, regarding the interpretation of the "Tax Reporting Obligations of the Issuer and the Guarantor" please refer to "Risk Factors – Spanish Tax Rules".

### **Notes registered in Spain in book entry form and traded in a Spanish secondary market**

There is no obligation to withhold tax on the income derived from the transfer or reimbursement of the Notes as provided by Section 75 3. (e) of the Personal Income Tax Regulations, to the extent that the Notes are represented by book entries and are traded on a Spanish regulated market, except for the part of the price which is equivalent to the accrued interest on any transfers which are made within the thirty days immediately prior to the maturity of the coupon, when the acquirer is an individual or entity not resident in Spain or is a taxable person for Corporate Income Tax purposes and this express income is exempt from the obligation to withhold in relation to the acquirer.

### **Wealth Tax**

Under Law 19/1991, 6 June 1991, as amended, individuals with tax residency in Spain are subject to Wealth Tax on tax year 2021 to the extent that their net worth exceeds €700,000. Therefore, they should take into account the value of the Notes which they hold as at 31 December 2021.

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to Wealth Tax would generally not be subject to such tax. Otherwise, non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory, exceed €700,000 would be subject to Wealth Tax at the applicable rates, ranging between 0.2 per cent. and 3.5 per cent., without prejudice of any exemption that should be applicable and the laws and regulations in force in each Autonomous Region.

As a consequence of the European Court of Justice Judgment (Case C-127/12), the Wealth Tax Law has been amended by Law 26/2014. As a result, non-Spanish tax resident individuals who are residents in the EU or in

## **TAXATION**

the European Economic Area can apply the legislation of the region in which the highest value of the assets and rights of the individuals are located.

Legal entities are not subject to Wealth Tax.

### Inheritance and Gift Tax

The transfer of the Notes to individuals by inheritance, legacy or donation shall be subject to the general rules of Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones) in accordance with the applicable Spanish and State rules even if title passes outside Spain and neither the heir nor the beneficiary, as the case may be, is resident in Spain for tax purposes, without prejudice to the provisions of any DTT signed by Spain.

The effective tax rates, after applying all relevant factors, range between 0 per cent. and 81.6 per cent.

However, the Judgment from the European Court of Justice dated 3 September 2014 has declared that Spanish Inheritance and Gift Tax Law is against the principle of free movement of capital within the EU as the Spanish residents are granted tax benefits that, in practice, allow them to pay much lower taxes than non residents. According to Law 26/2014, it will be possible to apply tax benefits approved in some Spanish regions to EU residents following specific rules.

In the event that the beneficiary is an entity other than a natural person, the income obtained shall be subject to Corporate Income Tax or Non-Resident Income Tax, as the case may be, and without prejudice, in the latter event, to the provisions of any DTT that may apply.

### **Tax rules for payments made by the Guarantor**

Payments which may be made by the Guarantor to Noteholders, if the Guarantee is enforced, will be subject to the same tax rules previously set out for payments made by the Issuer.

### **Tax Reporting Obligations of the Issuer and the Guarantor**

RD 1145/2011 modified, among other provisions, article 44 of RD 1065/2007, which sets out the reporting obligations applicable to preference shares and debt instruments issued under Law 10/2014. The new procedures apply to interest deriving from preference shares and debt instruments to which Law 10/2014 refers, including debt instruments issued at a discount for a period equal to or less than twelve months.

### **Notes originally registered with the entities that manage clearing systems located in Spain**

According to the wording of article 44.4 of RD 1065/2007, income derived from securities originally registered with a clearing system located in Spain, will be paid free of Spanish withholding tax in respect to non-Spanish-resident holders (acting or not through a permanent establishment in the Kingdom of Spain) or to legal entities that are resident in the Kingdom of Spain for tax purposes and are subject to Corporate Income Tax, provided that the entities which hold values registered on its third party accounts or, if applicable, the entities that manage clearing systems located outside Spain which have entered into an agreement with such clearing system located in Spain, submit a statement to the Issuer in accordance with the form attached as annex to RD 1065/2007 (see "Supplementary Annex" below) with the following information:

- (i) identification of the securities;
- (ii) total amount of income;
- (iii) amount of income received by individual with tax residency in Spain which are subject to Personal Income Tax; and
- (iv) amount of income received that will be paid free of Spanish withholding tax.

## TAXATION

### Notes originally registered with the entities that manage clearing systems located outside Spain

According to the literal wording of article 44.5 of RD 1065/2007, income derived from securities originally registered with the entities that manage clearing systems located outside Spain, that are recognised by Spanish law or by the law of another OECD country (such as Euroclear or Clearstream), will be paid free of Spanish withholding tax provided that the Paying Agent appointed by the Issuer submits a statement to the issuer, in accordance with the form attached as annex to RD 1065/2007 (see "Supplementary Annex" below), with the following information:

- (i) identification of the securities; and
- (ii) total amount of the income corresponding to each clearing house located outside Spain.

### Common References

For these purposes, "income" means interest and the difference, if any, between the aggregate redemption price paid upon the redemption of the Notes and the issue price of the Notes.

In accordance with Section 44 of RD 1065/2007, the statements mentioned above must be provided to the relevant Issuer on the business day immediately prior to each interest payment date. In the event that on the date, the entities obliged to provide the declaration fail to do so, the relevant Issuer or the Paying Agent on its behalf will make a withholding at the general rate (currently 19 per cent.) on the total amount of the return on the relevant Notes otherwise payable to such entity. Regarding the interpretation of Article 44 RD 1065/2007 and the new simplified information procedures please see "*Risk Factors - Spanish tax rules*".

Please note that this is for general information purposes only and is not intended to be nor shall it be deemed to be, or constitute legal advice.

### *Refund by the Spanish tax authorities*

Noteholders who might otherwise have been entitled to a gross payment but in respect of whom the Principal Paying Agent does not provide with the relevant Supplementary Annex on or before the 10th calendar day of the month that follows the month in which the interest is payable may seek a refund of Spanish tax withheld directly from the Spanish tax authorities.

*Set out below is the Supplementary Annex in English which has been translated from the original Spanish. Such translation constitutes a direct, accurate and complete translation of the Spanish language text. In the event of any discrepancy between the Spanish language version of the Supplementary Annex and the corresponding English translation, the Spanish tax authorities will give effect to the Spanish language version of the relevant Supplementary Annex only.*

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### ANEXO SUPLEMENTARIO

### SUPPLEMENTARY ANNEX

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#### **Anexo al Reglamento al General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por Real Decreto 1065/2007**

Annex to the General Regulations of the actions and procedures of tax administration and inspection and development of common rules of procedures for application of taxes, approved by Royal Decree 1065/2007

#### **Modelo de declaración a que se refieren los apartados 3, 4 y 5 del artículo 44 del Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos**

Declaration form referred to in paragraphs 3, 4, and 5 of Article 44 of the General Regulations of the actions and procedures of tax administration and inspection and development of common rules of procedures for application of taxes

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**Don (nombre),**

Mr (name),

## TAXATION

**con número de identificación fiscal (1)**

with tax identification number (1)

**en nombre y representación de (entidad declarante),**

in the name and on behalf of (the reporting entity),

**con número de identificación fiscal (1)**

with tax identification number (1)

**y domicilio en**

and domicile

**en calidad de (marcar la letra que proceda):**

acting as (check the appropriate letter):

(a) **Entidad Gestora del Mercado de Deuda Pública en Anotaciones.**

(a) Public Debt Market Participant.

(b) **Entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero.**

(b) Clearing System outside of Spain.

(c) **Otras entidades que mantienen valores por cuenta de terceros en entidades de compensación y liquidación de valores domiciliadas en territorio español.**

(c) Other entities that hold securities on behalf of third parties in the clearing system domiciled in Spain.

(d) **Agente de pagos designado por el emisor.**

(d) Paying agent appointed by the issuer.

**Formula la siguiente declaración, de acuerdo con lo que consta en sus propios registros:**

The following statement is made according to what is on your own records:

1. **En relación con los apartados 3 y 4 del artículo 44:**

1. In relation to paragraphs 3 and 4 of Article 44:

1.1 **Identificación de los valores**

1.1 Identification of the securities

1.2 **Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)**

1.2 Date of payment of the income (or refund if securities issued at a discount or segregated):

1.3 **Importe total de los rendimientos (o importe total a reembolsar, en todo caso, si son valores emitidos al descuento o segregados)**

1.3 Amount of total income (or total amount to be reimbursed, if any, are securities issued at a discount or segregated)

1.4 **Importe de los rendimientos correspondiente a contribuyentes del Impuesto sobre la Renta de las Personas Físicas, excepto cupones segregados y principales segregados en cuyo reembolso intervenga una Entidad Gestora**

1.4 Amount of income corresponding to taxpayers of Natural Person Income Tax, except segregated coupons and segregated principal in which repayment involves a Clearing System Direct Participant

1.5 **Importe de los rendimientos que conforme al apartado 2 del artículo 44 debe abonarse por su importe íntegro (o importe total a reembolsar si son valores emitidos al descuento o segregados)**

## TAXATION

- 1.5 Amount of income which, in accordance with paragraph 2 of Article 44, must be paid in full amount (or total amount to be reimbursed if they are securities issued at a discount or segregated)
2. **En relación con el apartado 5 del artículo 44**
2. In connection with paragraph 5 of Article 44
- 2.1 **Identificación de los valores**
- 2.1 Identification of securities
- 2.2 **Fecha de pago de los rendimientos (o de reembolso si son valores emitidos al descuento o segregados)**
- 2.2 Date of payment of income (or refund if the securities are issued at a discount or segregated)
- 2.3 **Importe total de los rendimientos (o importe total a reembolsar si son valores emitidos al descuento o segregados)**
- 2.3 Total income (or total amount to repay if securities issued at a discount or segregated)
- 2.4 **Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero A.**
- 2.4 Total amount of income corresponding to the clearing system located outside of Spain A.
- 2.5 **Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero B.**
- 2.5 Total amount of income corresponding to the clearing system located outside of Spain B.
- 2.6 **Importe correspondiente a la entidad que gestiona el sistema de compensación y liquidación de valores con sede en el extranjero C.**
- 2.6 Total amount of income corresponding to the clearing system located outside of Spain C.

**Lo que declaro en ..... a .... de .....de ....**

I stated this in ..... on .. of ..... of .....

*(1) En caso de personas, físicas o jurídicas, no residentes sin establecimiento permanente se hará constar el número o código de identificación que corresponda de conformidad con su país de residencia.*

*(1) In case of individuals, or entities, non-residents without permanent establishment shall include the identification number or code as appropriate in accordance with their country of residence.*

## **TAXATION**

### **Irish Taxation**

*The following is a summary of the Irish withholding tax treatment of the Notes. It is based on the laws and practice of the Revenue Commissioners currently in force in Ireland as at the date of this Base Prospectus and may be subject to change. The summary does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only and it does not discuss all aspects of Irish taxation that may be relevant to any particular holder of Notes. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of payments thereon under any laws applicable to them.*

#### **Withholding Tax**

Irish withholding tax applies to certain payments including payments of:

- (a) Irish source yearly interest (yearly interest is interest payable on a loan that may exist for a period in excess of one year);
- (b) Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and
- (c) Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax;

at the standard rate of income tax (currently 20 per cent.) in the case of (a) and (b) above and at the rate of 25 per cent.

in the case of (iii) above.

On the basis that the Issuer is not resident in Ireland for the purposes of Irish tax, nor does the Issuer operate in Ireland through a branch or agency with which the issue of the Notes is connected, nor are the Notes held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Notes, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation. Similarly, the mere offering of the Notes to Irish investors or the listing of the Notes, for example, on Euronext Dublin (if applicable) would not cause the interest to have an Irish source.

Accordingly, the Issuer or any paying agent acting on behalf of the Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Notes.

Separately, for as long as the Notes are quoted on a stock exchange, a purchaser of the Notes should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the Notes.

#### **Encashment Tax**

Payments on any Notes paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Notes will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent.), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Notes entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

#### **Dutch Taxation**

*The following describes the principal Dutch tax consequences of the holding, exchange and disposal of the Notes. This summary does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant to a decision to purchase, to hold, and to dispose of the Notes. For purposes of Dutch tax law, a Noteholder may include an individual or entity who does not have the legal title of these Notes, but to whom nevertheless the Notes or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Notes or the income thereof. Each prospective holder of Notes should consult a professional adviser with respect to the tax consequences of an investment in the Notes. The discussion of certain Dutch taxes set forth below is included for general information purposes only.*

*This summary is based on the Dutch tax legislation, published case law, treaties, rules, regulations and similar documentation, in force as of the date of this Base Prospectus, without prejudice to any amendments introduced at a later date and implemented with retroactive effect.*

## TAXATION

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

### **Tax position of the Issuer**

Under the Convention, the Issuer is considered to be resident of Spain for tax purposes and therefore the Netherlands should refrain from levying corporate income tax on profits generated by the Issuer, except if and to the extent such profits are allocable to a Dutch permanent establishment or permanent representative of the Issuer.

### **Withholding tax**

All payments of interest and principal made by the Issuer under a Note may be made free of withholding or deduction of, any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

As of 1 January 2021 Dutch withholding tax may apply on certain (deemed) payments of interest made to an affiliated (*gelierde*) entity of the Issuer if such entity (i) is considered to be resident of a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is a hybrid entity, or (v) is not resident in any jurisdiction, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*). Whether this withholding tax can actually be levied depends on the qualification of such tax under the applicable tax treaty between Spain and the Netherlands; even if the withholding tax is applicable, it is expected that the Netherlands most likely will have to refrain from levying it.

### **Taxes on Income and Capital Gains**

A holder of the Notes (the "**Noteholder**") who derives income from a Note or who realises a gain from the disposal or redemption of a Note will not be subject to Dutch taxation on such income or gain, provided that:

- (a) the Noteholder is neither a resident nor deemed to be a resident of the Netherlands for Dutch tax purposes;
- (b) the Noteholder does not have an enterprise or deemed enterprise (as defined in Dutch tax law) or an interest in an enterprise or deemed enterprise (as defined in Dutch tax law) that is, in whole or in part, carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in the Netherlands and to which enterprise or part of that enterprise, as the case may be, the Notes are attributable;
- (c) the Noteholder is not entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands, other than by way of securities and to which enterprise the Notes are attributable;
- (d) the Noteholder does not have a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest in the Issuer as defined in the Dutch Income Tax Act 2001 (*Wet op de inkomstenbelasting 2001*); and
- (e) if the Noteholder is an individual, the Noteholder does not derive benefits from the Notes that are taxable as benefits from miscellaneous activities in the Netherlands (*resultaat uit overige werkzaamheden in Nederland*) as defined in the Dutch Income Tax Act 2001, which include, but are not limited to, activities in respect of the Notes which are beyond the scope of "regular active asset management" (*normaal actief vermogensbeheer*) or benefits which are derived from the holding, whether directly or indirectly, of (a combination of) shares, debt claims or other rights which form a "lucrative interest" (*lucratief belang*). A lucrative interest is an interest which the holder thereof has acquired under such circumstances that benefits arising from this lucrative interest are intended to be a remuneration for work or services performed by such holder (or a person related to such holder) in the Netherlands, whether within or outside an employment relationship, where such lucrative interest provides the holder thereof, economically, with certain benefits that have a relationship to the relevant work or services.

Under Dutch tax law a Noteholder will not be deemed a resident, domiciled or carrying on a business in the Netherlands by reason only of its holding of the Notes or the performance by the Issuer of its obligations under the Notes.

## TAXATION

### *Gift and Inheritance Taxes*

No gift or inheritance taxes will arise in the Netherlands with respect to the acquisition of the Notes by way of gift by, or on the death of, a Noteholder, unless:

- (a) the Noteholder is a resident or deemed to be resident of the Netherlands for the purpose of the relevant Dutch tax law provisions; or
- (b) in the case of a gift of the Notes by an individual who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands, such individual dies within 180 days after the date of the gift, while being a resident or deemed to be a resident of the Netherlands.

For the purpose of Dutch gift and inheritance tax, an individual who has the Dutch nationality will be deemed to be a resident of the Netherlands at the date of the gift or the date of his death, if he has been a resident of the Netherlands at any time during the ten years preceding the date of the gift or the date of his death.

For the purposes of Dutch gift tax, an individual who does not have Dutch nationality will be deemed to be a resident of the Netherlands, at the date of the gift, if he has been a resident of the Netherlands at any time during the twelve months preceding the date of the gift.

### *Value Added Tax*

No Value Added Tax (*Omzetbelasting*) will arise in the Netherlands in respect of any payment in consideration for the issue of the Notes or with respect to any payment of principal or interest by the Issuer on the Notes.

### *Other Taxes and Duties*

No registration tax, stamp duty or any other similar documentary tax or duty, other than court fees, will be payable in the Netherlands in respect of or in connection with the issue of the Notes.

### **Swiss Taxation**

**The following discussion is a summary of certain material Swiss tax considerations relating to (i) Notes where the holder is tax resident in Switzerland or has a tax presence in Switzerland or (ii) Notes where the paying agent is located in Switzerland. The discussion is based on legislation as of the date of this Base Prospectus. It does not aim to be a comprehensive description of all the Swiss tax considerations that may be relevant for a decision to invest in Notes. The tax treatment for each investor depends on the particular situation. All investors are advised to consult with their professional tax advisors as to the respective Swiss tax consequences of the purchase, ownership, disposition, lapse, exercise or redemption of Notes (or options embedded therein) in light of their particular circumstances.**

### **Swiss Withholding Tax**

Payments by the Issuer on Notes are not subject to Swiss federal withholding tax provided that the Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

### **Income Taxation**

#### *Notes held as Private Assets by a Swiss Resident Holder*

- (a) Structured Products

If a Note classifies as a structured product, its income taxation depends on whether the bond and the derivative financial instrument(s) embedded therein are reported separately from each other and whether the Note classifies as a structured product with or without a predominant one-time interest payment.

*Non-transparent derivative financial instruments:* If the embedded bond is not reported separately from the embedded derivative financial instrument(s), the Note classifies as non-transparent structured product and any return over the initial investment classifies as a taxable interest payment. Non-transparent derivative financial instruments generally include a predominant one-time interest payment. Swiss resident private investors in Notes classified as non-transparent derivative financial Instruments will be taxed on any interest payments and on any gains, including capital and foreign exchange gains, realised on the Notes (differential taxation method).

*Transparent derivative financial instruments without a predominant one-time interest payment:* If the embedded bond is reported separately from the embedded derivative financial instrument(s) and the yield-to-maturity at issue predominantly derives from periodic interest payments and not from a one-

## TAXATION

time interest-payment (see below "—Transparent derivative financial instruments with a predominant one-time interest payment"), then any periodic interest payment and the one-time interest payment is taxed when paid to the holder of the Note. Any gain, including in respect of the option(s) or similar right(s) embedded in the Note, interest accrued or changes in foreign exchange rates or the level of market interest rates realised on the sale of the Note is a tax-free private capital gain, whereas a loss is a non-tax-deductible private capital loss (see below "*Capital Gains Taxation – Notes held as Private Assets by a Swiss Resident Holder*"). The same applies if the Note is redeemed except that interest accrued is taxed when paid by the Issuer.

*Transparent derivative financial instruments with a predominant one-time interest payment:* If the embedded bond is recorded separately from the embedded derivative financial instrument(s) and the yield-to-maturity at issue predominantly derives from a one-time interest-payment such as an original issue discount or a repayment premium, and not from periodic interest payments, then any periodic interest payments at sale or redemption of the Note as well as the difference between the value of the embedded bond at sale or redemption and its value at issuance or purchase, as applicable, converted, in each case, into Swiss francs at the rate of exchange prevailing at the time of sale, redemption, issuance or purchase constitutes taxable income (modified differential taxation method). A loss, as determined accordingly, realised on the sale or redemption of the Note may be offset against any gains (including periodic interest payments) realised within the same taxation period from all financial instruments with a predominant one-time interest payment. Any residual return realised on the embedded derivative financial instrument(s) is a tax-free private capital gain, and any residual loss is a non-tax-deductible private capital loss (see below "*Capital Gains Taxation – Notes held as Private Assets by a Swiss Resident Holder*").

### (b) Notes/Bonds

*Notes without a predominant one-time interest payment:* If a Note classifies as a pure bond without a predominant one-time interest payment (the yield-to-maturity at issue predominantly derives from periodic interest payments and not from a one-time interest-payment), Swiss resident private investors will be taxed on the periodic and any one-time interest payments, converted into Swiss francs at the rate of exchange prevailing at the time of payment. Any gain, including in respect of the option(s) or similar right(s) embedded in the Note, interest accrued or changes in foreign exchange rates or the level of market interest rates, realised on the sale of a Note is a tax-free private capital gain, whereas a loss is a non-tax-deductible private capital loss (see below "*Capital Gains Taxation – Notes held as Private Assets by a Swiss Resident Holder*").

*Notes with a predominant one-time interest payment:* If a Note classifies as a pure bond with a predominant one-time interest payment (the yield-to-maturity at issue predominantly derives from a one-time interest-payment such as an original issue discount or a repayment premium and not from periodic interest payments), Swiss resident private investors will be taxed on any periodic interest payments and on any gains, including foreign exchange gains, realised on the Notes (differential taxation method). Any losses, as determined accordingly, realised on the sale or redemption of the Note may be offset against any gains (including periodic interest payments) realised within the same taxation period from all financial instruments with a predominant one-time interest payment).

### (c) Pure Derivative Financial Instruments

Periodic and one-time dividend equalisation payments realised on a Note which classifies as a pure derivative financial instrument (such as plain vanilla call and put options, including low exercise price call options fully prefunding the underlying asset if its maturity does not exceed 12 months (except that prefunding must not exceed 25 per cent. if the underlying is an interest rate), low exercise price call options prefunding the underlying asset by up to 50 per cent. if its maturity exceeds 12 months, futures fully prefunding the underlying asset if its maturity does not exceed 12 months and futures prefunding the underlying asset by up to 25 per cent. if its maturity exceeds 12 months) and which is held as part of their private assets constitute taxable investment income, provided in each case that the underlying instrument is not a bond. Any other return will be classified as a tax-exempt capital gain or a non-tax deductible capital loss (see below "*Capital Gains Taxation – Notes held as Private Assets by a Swiss Resident Holder*").

### (d) Fund-like Products

An individual holding a fund-like product as part of private assets only receives taxable income (which he or she must report annually) over such portion of the distributions (in case the fund is distributing

## TAXATION

the income realised on the underlying investments) or earnings credits (in case the fund is reinvesting the income realised on the underlying investment) as derived from separately reported and distributed dividends and interest on the underlying instruments. Any distributions or credits deriving from capital gains realised on the underlying investments constitute a tax-free private capital gain and any loss on the underlying investments is a non-tax-deductible private capital loss. Such taxation will only apply if dividend and interest income and capital gains and losses are reported and distributed separately. Any gain realised within a taxation period on the sale of a fund-like instrument (including accrued dividends and interest) is exempt from income taxation as a private capital gain, and, conversely, any loss realised is a non-tax-deductible capital loss (see below "*Capital Gains Taxation – Notes held as Private Assets by a Swiss resident Holder*").

### **Notes held as Assets of a Swiss Business**

Corporate entities and individuals who hold Notes as part of a trade or business in Switzerland (in the case of residents abroad carried on through a permanent establishment in Switzerland) are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Notes (irrespective of their classification) in their income statement and will be taxed on any net taxable earnings for the respective taxation period.

The same taxation treatment also applies to Swiss-resident individuals who are classified by the tax authorities as "professional securities dealers" for reasons of, *inter alia*, frequent dealing or leveraged investments in securities (including Notes).

### **Capital Gains Taxation**

#### ***Notes held as Private Assets by a Swiss Resident Holder***

A gain or a loss realised by an individual resident in Switzerland upon the sale or other disposal of a Note held as part of his or her private assets, is a tax-free private capital gain or a non-tax deductible capital loss, respectively (see above under "Notes held as Assets of a Swiss Business" for a summary of the tax treatment of individuals classified as "professional securities dealers"). Notwithstanding the foregoing, concerning the taxation treatment of Notes which classify as non-transparent notes or Notes which classify as notes with a predominant one-time interest payment, see the taxation principles set forth above with regard to the different instruments under "*Income Taxation – Notes held as Private Assets by a Swiss Resident Holder*").

#### ***Notes held as Assets of a Swiss Business***

Capital gains realised on Notes held as assets of a Swiss business are taxed in accordance with the taxation principles set forth above under "*Income Taxation – Notes held as Swiss Business Assets*".

#### ***Swiss Federal Securities Turnover Tax***

The issue and the sale of a Note by the Issuer on the issuance day (primary market transaction) and the redemption of a Note by the Issuer are not subject to Swiss federal securities turnover tax, except that the issuance by the Issuer of a Note classified as fund-like product where a Swiss domestic bank or a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party, or acts as an intermediary, to the transaction, may be subject to Swiss federal securities turnover tax of up to 0.30 per cent. on the consideration paid.

Secondary market transactions in a Note with a maturity in excess of 12 months where a Swiss domestic bank or a Swiss domestic securities dealer (as defined in the Swiss federal stamp tax act) is a party, or acts as an intermediary, to the transaction, may, if no statutory exemptions apply, be subject to Swiss securities turnover tax at a rate of up to 0.30 per cent. of the purchase price (except that the rate is 0.15 per cent. if the Note is classified as low exercise price call option or a future and classified as "sub-participation" in a single stock, a single bond or an interest in a single collective capital investment scheme or a single collective-capital-investment-like product of a Swiss issuer). In contrast, a secondary market transaction in a Note is generally exempt from Swiss federal securities turnover tax if the Note classifies as pure derivative financial instrument (see above "*Income Taxation – Notes held as Private Assets by a Swiss Resident Holder – Pure Derivative Financial Instruments*").

Delivery of an Underlying, which classifies as taxable security for purposes of the Swiss federal stamp tax act, such as a stock, a bond, an interest in a fund-like product, to the holder of a Note, is subject to Swiss federal securities turnover tax at a rate of 0.15 per cent. if the Underlying is a taxable security issued by a Swiss resident issuer and at a rate of 0.30 per cent. if the Underlying is a taxable security issued by a non-Swiss resident issuer,

## **TAXATION**

however, only if a Swiss securities dealer, as defined in the Swiss federal stamp tax act, is a party or an intermediary to the transaction and if no exemption applies.

### **Gift, Inheritance and Estate Taxes**

Subject to an applicable international tax treaty in an international scenario, transfers of Notes may be subject to cantonal and/or communal inheritance tax, estate tax or gift tax if the deceased person had his or her last domicile in Switzerland, the donor is resident in Switzerland, or in the case of a foreign deceased or donor the transfer involves an unincorporated business (partnership or sole proprietorship) in Switzerland and Notes are held as part of such business. No such taxes exist at the federal level. The rate depends on the relationship (i.e. the relationship between the deceased and the heirs, or between the donor and the donee) and the amount of the inheritance or gift. Interspousal gifts and gifts to descendants, as well as inheritances of the surviving spouse and descendants are normally exempt or taxed at privileged rates. Gifts and inheritances from unrelated persons are taxed at rates ranging from 20 per cent. to 60 per cent. The taxable base is usually the market value of the property transferred.

### **Net Worth and Capital Taxes**

A holder of Notes who is an individual and resident in Switzerland or resident outside Switzerland and holding Notes as part of a Swiss permanent establishment, is required to report Notes as part of private assets or as part of the Swiss business assets, as applicable, and is subject to annual cantonal and/or communal private wealth tax on any net taxable wealth (including the Notes); in the case of a non-Swiss resident individual holding Notes as part of a Swiss permanent establishment to the extent the aggregate taxable wealth is allocable to Switzerland. Incorporated holders of Notes are subject to cantonal and communal capital tax on net taxable equity, in the case of non-Swiss resident incorporated holders conducting business in Switzerland through a permanent establishment to the extent the aggregate taxable equity is allocable to the permanent establishment in Switzerland. There are no net worth or capital taxes levied at the federal level.

### **Non-Swiss Resident Holders**

A holder of a Note who is not resident in Switzerland for tax purposes and who during the taxation period has not engaged in trade or business carried on through permanent establishment in Switzerland, to which the Note is attributable, will in respect of such Note not be subject to income tax, capital gains tax, net wealth tax or capital tax in Switzerland.

### **The proposed financial transactions tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's 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). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes 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.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

## **UNITED STATES FEDERAL TAXATION**

The following is a general discussion of certain U.S. federal income tax consequences of the ownership and disposition of the Notes. This discussion applies only to initial investors in the Notes who:

## TAXATION

- purchase the Notes at the “issue price,” which will equal the first price at which a substantial amount of the Notes is sold to the public (not including bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers); and
- hold the Notes as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”).

Subject to any additional discussion in the applicable Issue Terms, it is expected, and the discussion below assumes, that, for U.S. federal income tax purposes, the issue price of a Note is equal to its stated issue price indicated in the applicable Issue Terms.

This discussion does not describe all of the tax consequences that may be relevant to a holder in light of the holder’s particular circumstances or to holders subject to special rules, such as:

- certain financial institutions;
- insurance companies;
- certain dealers and traders in securities or commodities;
- investors holding the Notes as part of a “straddle,” conversion transaction, integrated transaction or constructive sale transaction;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes;
- regulated investment companies;
- real estate investment trusts; or
- tax-exempt entities, “individual retirement accounts” or “Roth IRAs” as defined in Section 408 or 408A of the Code, respectively.

If an entity that is classified as a partnership for U.S. federal income tax purposes holds a Note, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. If you are a partnership holding a Note, or a partner in such a partnership, you should consult your tax adviser as to the particular U.S. federal tax consequences of holding and disposing of the Note to you.

The Issuers will not attempt to ascertain whether any issuer of any shares of a corporation (or equity interests treated as shares of a corporation for U.S. federal income tax purposes) to which a Note relates (such shares hereafter referred to as “Underlying Shares”) is treated as a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297 of the Code or as a “United States real property holding corporation” (“USRPHC”) within the meaning of Section 897 of the Code. If any issuer of Underlying Shares were so treated, certain adverse U.S. federal income tax consequences might apply to a U.S. Holder in the case of a PFIC, and to a Non-U.S. Holder (as defined below) in the case of a USRPHC, upon the sale, exchange or retirement of a Note. You should refer to information filed with the SEC or other governmental authorities by the issuers of the Underlying Shares and consult your tax adviser regarding the possible consequences to you if any issuer of Underlying Shares is or becomes a PFIC or USRPHC.

This summary does not address the U.S. federal income tax consequences of the ownership or disposition of any Underlying Shares (whether or not the issuer of the Underlying Shares is treated as a PFIC or USRPHC) received by a holder upon the maturity (or acceleration), exchange or exercise of a Note. You should consult your tax adviser regarding the potential U.S. federal income tax consequences of the ownership or disposition of any Underlying Shares received upon the maturity (or acceleration), exchange or exercise of a Note. In addition, this summary does not address any alternative minimum tax consequences, special tax accounting rules under Section 451 of the Code or consequences resulting from the Medicare tax on investment income.

This summary also does not address the U.S. federal income tax consequences of holding or disposing of Credit-Linked Notes. The U.S. federal income tax consequences of holding or disposing of Credit-Linked Notes will be set forth in the applicable Issue Terms. U.S. Holders should consult their tax advisers regarding the U.S. federal income tax consequences of holding or disposing of Credit-Linked Notes.

This summary assumes that any Fund to which a Note relates will not be treated as a partnership for U.S. federal income tax purposes. If any such Fund were so treated, certain adverse U.S. federal income tax consequences might apply. You should consult your tax adviser regarding the possible consequences to you if any Fund to which a note relates is or becomes treated as a partnership for U.S. federal income tax purposes.

## TAXATION

This discussion is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all as of the date hereof, changes to any of which subsequent to the date hereof may affect the tax consequences described herein. Persons considering the purchase of Notes should consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

**This discussion is subject to any additional disclosure regarding U.S. federal taxation contained in the applicable Issue Terms. Accordingly, you should also consult the applicable Issue Terms for any additional discussion of U.S. federal taxation with respect to the specific Notes offered thereunder.**

### TAX CONSEQUENCES TO U.S. HOLDERS

This section only addresses Notes that are in registered form for U.S. federal income tax purposes. If a Note is not in registered form for U.S. federal income tax purposes, certain adverse U.S. federal income tax consequences will apply to U.S. Holders. You should consult your tax adviser regarding the U.S. federal tax consequences of holding and disposing of a Note that is not in registered form for U.S. federal income tax purposes.

This section applies to you only if you are a U.S. Holder. As used herein, the term "U.S. Holder" means a beneficial owner of a Note that is for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state thereof or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

### Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes

This section discusses only Notes treated as debt instruments for U.S. federal income tax purposes. Notes for which the principal amount payable at maturity or upon early settlement must equal or exceed the issue price should be treated as indebtedness for U.S. federal income tax purposes. The applicable Issue Terms will indicate whether the Issuer will treat as indebtedness for U.S. federal income tax purposes other Notes for which the principal amount payable at maturity or upon early settlement is not substantially lower than the issue price. In either case, there can be no assurance that the IRS or a court will agree.

Taxable gain upon the sale, exchange or retirement of Notes, including any taxable gain attributable to fluctuations in currency exchange rates, will be treated as U.S.-source income. Interest income (including original issue discount, if any) from an investment in Notes will be treated as non-U.S. source income. U.S. Holders should consult their tax advisers regarding additional U.S. federal income tax consequences of an investment in the Notes, including the rules applicable to foreign tax credits or deductions, in light of their own particular circumstances.

*Payments of Stated Interest.* Unless otherwise specified in the applicable Issue Terms and subject to the discussions below, stated interest paid on a Note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the holder's method of accounting for U.S. federal income tax purposes.

Special rules governing the treatment of interest paid with respect to discount notes, short-term notes, floating rate notes, foreign currency notes, foreign currency contingent payment notes and contingent payment notes are described under "—*Discount Notes*," "—*Short-Term Notes*," "—*Floating Rate Notes*," "—*Foreign Currency Notes*," "—*Foreign Currency Contingent Payment Notes*" and "—*Contingent Payment Notes*" below.

#### *Discount Notes*

*General.* A Note (other than a short-term note, a contingent payment note or a foreign currency contingent payment note, all as defined below) that is issued at an issue price less than its "stated redemption price at maturity" will be considered to have been issued with "original issue discount" for U.S. federal income tax purposes (and will be referred to in this discussion as a "discount note") unless the Note satisfies a *de minimis* threshold (as defined below). The amount of original issue discount is equal to the excess of the stated

## TAXATION

redemption price at maturity over the issue price. The “stated redemption price at maturity” of a Note equals the sum of all payments required under the Note other than payments of “qualified stated interest.” “Qualified stated interest” is stated interest unconditionally payable as a series of payments (other than in debt instruments of the issuer) at least annually during the entire term of the Note. For a Note that provides for interest solely at a single fixed rate, qualified stated interest is equal to the outstanding principal balance of the Note multiplied by the single fixed rate of interest. Subject to the discussion below under “—*Notes Subject to Early Redemption or Repurchase*,” if a Note provides for more than one fixed rate of stated interest, interest payable at the lowest stated fixed rate generally is qualified stated interest and the excess, if any, is included in the stated redemption price at maturity for purposes of determining whether the Note will be issued with original issue discount. See “—*Floating Rate Notes*” below with regard to qualified stated interest in the case of floating rate notes.

A Note will not be considered to have original issue discount if the difference between the Note’s stated redemption price at maturity and its issue price is less than a *de minimis* amount, generally defined by applicable Treasury regulations as  $\frac{1}{4}$  of 1 percent of the stated redemption price at maturity multiplied by the number of complete years to maturity or, in the case of an installment obligation (as defined by applicable Treasury regulations), the weighted average maturity. The weighted average maturity is the sum of the following amounts determined for each payment under the Note other than a payment of qualified stated interest: (i) the number of complete years from the issue date of the Note until the payment is made, multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Note’s stated redemption price at maturity.

A U.S. Holder of discount notes will be required to include any qualified stated interest payments in income in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes. U.S. Holders of discount notes will be required to include original issue discount in income for U.S. federal income tax purposes as it accrues, in accordance with a constant yield method based on a compounding of interest, without regard to the timing of the receipt of cash payments attributable to this income. Under this method, U.S. Holders of discount notes generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Note (including stated interest, original issue discount and *de minimis* original issue discount, as adjusted by any amortizable bond premium (as defined below)) in accordance with a constant yield method based on the compounding of interest (a “constant yield election”). Such election may be revoked only with the permission of the IRS.

Additional rules applicable to discount notes that are denominated in a specified currency other than the U.S. dollar, or have payments of interest or principal determined by reference to the value of one or more currencies other than the U.S. dollar, are described under “—*Foreign Currency Notes*” below.

*Notes Subject to Early Redemption or Repurchase.* A Note that is subject to redemption or repurchase prior to maturity may be subject to rules that differ from the general rules described above for purposes of determining the yield and maturity of the Note (which may affect whether the Note is treated as issued with original issue discount and, if so, the timing of accrual of the original issue discount). Under applicable Treasury regulations, the relevant Issuer will generally be presumed to exercise an unconditional option to redeem a Note if the exercise of the option will lower the yield on the Note. Conversely, you will generally be presumed to exercise an unconditional option to require the relevant Issuer to repurchase a Note if the exercise of the option will increase the yield on the Note. If such an option is not in fact exercised, the Note will be treated, solely for purposes of calculating original issue discount, as if it were redeemed and a new Note were issued on the presumed exercise date for an amount equal to the Note’s “adjusted issue price” on that date. A Note’s “adjusted issue price” is defined as the sum of its issue price and the aggregate amount of previously accrued original issue discount, less any prior payments on the Note other than payments of qualified stated interest.

Under these rules, if a Note provides for multiple fixed rates of interest that increase over the term of the Note, the Note’s issue price is not below its stated principal amount and the relevant Issuer has an option to redeem the Note for an amount equal to the stated principal amount prior to the first date on which an increased rate of interest is in effect, the yield on the Note will be lowered if the relevant Issuer redeems the Note before the initial increase in the interest rate, and therefore the relevant Issuer’s redemption option will be treated as exercised. Since the Note will therefore be treated as if it were redeemed and reissued prior to the initial increase in the interest rate, the Note will not be treated as issued with original issue discount. If a Note is not treated as issued with original issue discount and if, contrary to the presumption in the applicable Treasury regulations, the relevant Issuer does not redeem the Note before the initial increase in the interest rate, the same

## TAXATION

analysis will apply to all subsequent increases in the interest rate. This means that the Note that is deemed reissued will be treated as redeemed prior to any subsequent increase in the interest rate, and therefore as issued without original issue discount. The rules governing short-term debt instruments (as described under “—Short Term Notes” below) may apply to a Note deemed reissued if the term of the deemed reissued Note (as determined under the applicable Treasury regulations) is one year or less. You should consult your tax adviser concerning the possible application of these rules.

### **Floating Rate Notes**

*General.* Notes that pay interest at a variable rate are subject to special rules. The following discussion applies to a Note (a “floating rate note”) that satisfies the following conditions:

- the issue price does not exceed the total noncontingent principal payments due under the floating rate note by more than a specified *de minimis* amount;
- it provides for stated interest, paid or compounded at least annually, at current values of:
  - one or more qualified floating rates,
  - a single fixed rate and one or more qualified floating rates,
  - a single objective rate, or
  - a single fixed rate and a single objective rate that is a qualified inverse floating rate, each as defined in the applicable Treasury regulations; and
- certain other conditions, as set forth in the applicable Treasury regulations, are satisfied.

In general, a “qualified floating rate” is any variable rate where variations in the value of such rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the floating rate note is denominated. For example, the commercial paper rate, USD LIBOR (in its current form) and SOFR will generally be treated as qualified floating rates. In general, a variable rate is not a “qualified floating rate” if it is subject to (i) a restriction or restrictions on the maximum stated interest rate (a “cap”), (ii) a restriction or restrictions on the minimum stated interest rate (a “floor”), (iii) a restriction or restrictions on the amount of increase or decrease in the stated interest rate (a “governor”), or (iv) any other restrictions similar to (i), (ii) and (iii). Notwithstanding the preceding sentence, the following restrictions will not cause a variable rate to fail to be a “qualified floating rate”:

- a cap, floor, or governor that is fixed throughout the term of the floating rate note;
- a cap or similar restriction that is not reasonably expected as of the issue date to cause the yield on the floating rate note to be significantly less than the expected yield determined without the cap;
- a floor or similar restriction that is not reasonably expected as of the issue date to cause the yield on the floating rate note to be significantly more than the expected yield determined without the floor; or
- a governor or similar restriction that is not reasonably expected as of the issue date to cause the yield on the floating rate note to be significantly more or significantly less than the expected yield determined without the governor.

In general, an “objective rate” is a rate that is not itself a qualified floating rate but that is determined using a single fixed formula that is based on objective financial or economic information. A “qualified inverse floating rate” is any objective rate where such rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate.

Unless otherwise provided in the applicable Issue Terms, it is expected, and the discussion below assumes, that a floating rate note should qualify as a “variable rate debt instrument.” If a floating rate note with a term of more than one year (after taking into account the last possible day that the Note could be outstanding under its terms) does not qualify as a “variable rate debt instrument,” then such a floating rate note will generally be treated as a “contingent payment debt instrument.” For a description of the treatment of “contingent payment debt instruments,” see the discussion under “—Contingent Payment Notes” below.

*Floating Rate Notes that Provide for a Single Variable Rate.* All stated interest on a floating rate note will constitute qualified stated interest and will be taxable accordingly (as described under “—Discount Notes—General” above) if:

## TAXATION

- the floating rate note provides for stated interest at a single variable rate throughout the term thereof; and
- the stated interest on the floating rate note is unconditionally payable in cash or other property (other than debt instruments of the issuer) at least annually.

Thus, such a floating rate note will generally not be treated as issued with original issue discount unless the floating rate note is issued at an issue price below its stated principal amount and the difference between the issue price and the stated principal amount is equal to or greater than a specified *de minimis* amount, as defined above under “—*Discount Notes—General*.” For this purpose, and for purposes of the discussion below under “—*Floating Rate Notes that Provide for Multiple Rates*,” if a floating rate note provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate and if the variable rate on the floating rate note’s issue date is intended to approximate the fixed rate (which will be presumed to be the case if the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 0.25%), then the fixed rate and the variable rate together will constitute a single variable rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the floating rate note (which will be presumed to be the case for two or more qualified floating rates with values within 0.25% of each other as determined on the issue date) will be treated as a single qualified floating rate.

If a floating rate note that provides for stated interest at a single variable rate is issued with original issue discount equal to or greater than a specified *de minimis* amount, as discussed above, the amount of qualified stated interest and the amount of original issue discount that accrues during an accrual period on the floating rate note are determined under the rules applicable to fixed rate debt instruments, discussed under “—*Discount Notes*” above, by assuming that the variable rate is a fixed rate equal to:

- in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate; or
- in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the floating rate note.

The qualified stated interest required to be recognized in an accrual period is increased (or decreased) if the interest actually paid during the accrual period exceeds (or is less than) the interest assumed to be paid during the accrual period pursuant to the foregoing rules.

*Floating Rate Notes that Provide for Multiple Rates.* In general, a floating rate note that provides for (i) multiple floating rates or (ii) one or more floating rates in addition to a single fixed rate (other than an initial fixed rate for one year or less that meets the conditions described above) will be converted into an “equivalent” fixed rate debt instrument for purposes of determining the amount and accrual of original issue discount and qualified stated interest on the floating rate note. A floating rate note that only provides for multiple floating rates must be converted into an “equivalent” fixed rate debt instrument by replacing any qualified floating rate or qualified inverse floating rate provided for under the terms of the floating rate note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the floating rate note’s issue date. In the case of a floating rate note that provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the floating rate note provides for a qualified inverse floating rate). Under such circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the floating rate note as of the floating rate note’s issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for the substitute qualified floating rate or qualified inverse floating rate, as appropriate, rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the floating rate note is then converted into an “equivalent” fixed rate debt instrument in the manner described above.

Once the floating rate note is converted into an “equivalent” fixed rate debt instrument pursuant to the foregoing rules, the amount of original issue discount and qualified stated interest, if any, are determined for the “equivalent” fixed rate debt instrument by applying the general original issue discount rules to the “equivalent” fixed rate debt instrument, and a U.S. Holder of the floating rate note must account for such original issue discount and qualified stated interest as if the U.S. Holder held the “equivalent” fixed rate debt instrument, as described under “—*Discount Notes*” above. In each accrual period, appropriate adjustments must be made to the amount of qualified stated interest (or, in certain circumstances, original issue discount) assumed to have

## TAXATION

been accrued or paid with respect to the “equivalent” fixed rate debt instrument in the event that such amounts differ from the actual amount of interest accrued or paid on the floating rate note during the accrual period.

### ***Amortizable Bond Premium***

If a U.S. Holder purchases a Note (other than a contingent payment note or foreign currency contingent payment note, as defined below) for an amount that is greater than the sum of all amounts payable on the Note other than qualified stated interest, the holder will be considered to have purchased the Note with amortizable bond premium equal to such excess. Special rules may limit the amount of bond premium that can be amortized during certain accrual periods in the case of Notes that are subject to optional redemption. A U.S. Holder may generally use the amortizable bond premium allocable to an accrual period to offset qualified stated interest required to be included in such holder’s income with respect to the Note in that accrual period. A holder who elects to amortize bond premium must reduce its tax basis in the Note by the amount of the premium previously amortized. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by the holder and may be revoked only with the consent of the IRS.

If a holder makes a constant yield election (as described under “—*Discount Notes*” above) for a Note with amortizable bond premium, such election will result in a deemed election to amortize bond premium for all of the holder’s debt instruments with amortizable bond premium and may be revoked only with the permission of the IRS with respect to debt instruments acquired after revocation.

### ***Sale, Exchange or Retirement of the Notes***

Upon the sale, exchange or retirement of a Note, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the holder’s adjusted tax basis in the Note. The amount realized upon the sale, exchange or retirement of a Note is generally equal to the amount of cash plus the fair market value of any other property received by the U.S. Holder, including the fair market value of any common stock received, from the sale, exchange or retirement of the Note. For these purposes, the amount realized does not include any amount attributable to accrued but unpaid qualified stated interest. Amounts attributable to accrued but unpaid qualified stated interest are treated as interest as described under “—*Payments of Stated Interest*” above. A U.S. Holder’s adjusted tax basis in a Note will equal the cost of the Note to the holder, increased by the amounts of any original issue discount previously included in income by the holder with respect to the Note, and reduced by any principal payments received by the holder, by the amounts of any bond premium previously amortized by the holder and by the amounts of any other payments that do not constitute qualified stated interest.

Except as described below or as otherwise provided in the applicable Issue Terms, gain or loss recognized on the sale, exchange or retirement of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Note has been held for more than one year. Exceptions to this general rule apply in the case of a short-term note, to the extent of any accrued discount not previously included in the holder’s taxable income. See “—*Short-Term Notes*” below. In addition, other exceptions to this general rule apply in the case of certain foreign currency notes, foreign currency contingent payment notes and contingent payment notes. See the discussions under “—*Foreign Currency Notes*,” “—*Foreign Currency Contingent Payment Notes*” and “—*Contingent Payment Notes*” below.

### ***Short-Term Notes***

A Note that matures (after taking into account the last possible date that the Note could be outstanding under its terms) one year or less from its issue date will be treated as a “short-term note.” As described below, certain aspects of the tax treatment of short-term notes with certain features are uncertain. U.S. Holders of short-term notes should consult their tax advisers as to the U.S. federal tax consequences of the ownership and disposition of such short-term notes.

***Tax Treatment Prior to Maturity of the Short-Term Notes.*** Under the applicable Treasury regulations, a short-term note will be treated as being issued at a discount, the amount of which will be equal to the excess of the sum of all payments on the short-term note (including all stated interest and the amount to be paid at maturity) over its issue price. No payments on a short-term note are treated as qualified stated interest.

A U.S. Holder who is a cash-method taxpayer generally will not be required to include the discount in income as it accrues for U.S. federal income tax purposes unless the holder elects to do so. A U.S. Holder who is a cash-method taxpayer and does not make such election should generally include the stated interest payments on the

## TAXATION

short-term notes, if any, as ordinary income upon receipt. Except in the case of stated interest payments, cash-method holders generally will not be required to recognize income with respect to the short-term notes prior to maturity, other than pursuant to a sale, exchange or retirement, as described below.

A U.S. Holder who is an accrual-method taxpayer will be required to include the discount in income as it accrues on a straight-line basis, unless the holder makes an election to accrue the discount according to a constant yield method based on daily compounding.

*Tax Treatment at Maturity of the Short-Term Notes.* Upon retirement of the short-term notes at maturity, any gain recognized will be treated as ordinary income.

*Sale, Exchange or Retirement of the Short-Term Notes.* Upon a sale, exchange or retirement of a short-term note, a U.S. Holder should treat any gain recognized as ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) and not yet included in income. Any gain in excess of this amount will be treated as short-term capital gain. Any loss recognized will be treated as a capital loss.

*Tax Treatment of Short-Term Notes that Provide for a Payment at Maturity that is Not Fixed as of the Issue Date.* Except as specifically stated below, the tax treatment of short-term notes that provide for a payment at maturity that is not fixed as of the issue date (“contingent short-term notes”) is the same as described above for short-term notes. As described below, certain aspects of the tax treatment of contingent short-term notes are uncertain. Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority regarding the proper method of accrual of discount on contingent short-term notes, the Issuers’ counsel is expected to be unable to opine regarding issues identified below as uncertain or unclear. Although accrual-method holders, and cash-method holders that have elected to apply an accrual method of tax accounting to the short-term notes, generally are required to accrue the discount on the short-term notes in income on a current basis over the term of the Notes, in the case of contingent short-term notes, because the amount payable at maturity with respect to the contingent short-term notes is uncertain, it is unclear how such accruals should be determined. Additionally, in the case of contingent short-term notes, it is unclear whether or to what extent gain from a sale, exchange or retirement prior to maturity should be treated as capital gain or ordinary income. U.S. Holders should consult their tax advisers regarding the proper treatment of an investment in contingent short-term notes.

*Interest on Indebtedness Incurred to Purchase the Short-Term Notes.* A cash-method U.S. Holder who does not elect to apply an accrual method of tax accounting to the short-term notes will be required to defer deductions for certain interest paid on indebtedness incurred to purchase or carry the short-term notes until the U.S. Holder includes the discount on the Notes in income or disposes of the Notes in a taxable transaction. As noted above, however, there is no authority regarding the proper method of accrual of discount on short-term debt instruments such as contingent short-term notes. It is therefore unclear how, if at all, the rules regarding deferral of interest deductions would apply to contingent short-term notes. U.S. Holders should consult their tax advisers regarding these deferral rules.

### **Foreign Currency Notes**

*General.* The following discussion describes certain special rules applicable to a U.S. Holder of Notes (i) that are denominated in a specified currency other than the U.S. dollar or (ii) the payments of interest and principal on which are payable in (or determined by reference to) a specified currency other than the U.S. dollar, which are referred to herein as “foreign currency notes.” For a description of the treatment of foreign currency notes that provide for contingent payments or for payments made in or determined by reference to multiple currencies, see the discussion under “—*Foreign Currency Contingent Payment Notes*” below.

The rules applicable to foreign currency notes could require gain or loss realized upon the sale, exchange or other disposition (including retirement) of the Notes that is attributable to fluctuations in currency exchange rates (“foreign currency gain or loss”) to be recharacterized as ordinary income or loss. The rules applicable to foreign currency notes are complex and their application may depend on the holder’s particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a holder should make any of these elections may depend on the holder’s particular U.S. federal income tax situation. U.S. Holders should consult their tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency notes.

## TAXATION

*Payments of Interest on Foreign Currency Notes.* A U.S. Holder who uses the cash method of accounting for U.S. federal income tax purposes and who receives a payment of qualified stated interest (or who receives proceeds from a sale, exchange or other disposition (including retirement) attributable to accrued qualified stated interest) in a foreign currency with respect to a foreign currency note will be required to include in income the U.S. dollar value of the foreign currency payment regardless of whether the payment is in fact converted to U.S. dollars at that time, and this U.S. dollar value will be the U.S. Holder's tax basis in the foreign currency. A cash-method holder who receives a payment of qualified stated interest in U.S. dollars should include the amount of this payment in income upon receipt. To the extent that a cash-method holder is required to accrue original issue discount on a foreign currency note, rules similar to the rules described in the following paragraph will apply with respect to the original issue discount.

In the case of a U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes, the holder will be required to include in income the U.S. dollar value of the amount of interest income (including original issue discount, but reduced by amortizable bond premium to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a foreign currency note during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at an average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. Alternatively, a U.S. Holder may elect to translate interest income (including original issue discount) for an interest accrual period into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS. In addition to the interest income accrued as described above, the U.S. Holder will recognize foreign currency gain or loss as ordinary income or loss (which will not be treated as interest income or expense) with respect to accrued interest income on the date the interest payment or proceeds from the sale, exchange or other disposition (including retirement) attributable to accrued interest are actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. dollar value of the foreign currency payment received (determined based on a spot rate on the date the payment is received) in respect of the accrual period (or, where a holder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above).

*Original Issue Discount and Amortizable Bond Premium on Foreign Currency Notes.* Original issue discount and amortizable bond premium (each as defined above) on a foreign currency note are to be determined in the relevant foreign currency. If an election to amortize bond premium is made, amortizable bond premium taken into account on a current basis will reduce interest income in units of the relevant foreign currency. Foreign currency gain or loss is realized on amortized bond premium with respect to any period by treating the bond premium amortized in the same period as a return of principal that is treated in the same manner as on the sale, exchange or retirement of the foreign currency note (as discussed below). Any foreign currency gain or loss will be ordinary income or loss as described below.

*Tax Basis in Foreign Currency Notes.* A U.S. Holder's tax basis in a foreign currency note, and the amount of any subsequent adjustment to the holder's tax basis, will be the U.S. dollar value of the foreign currency amount paid for such foreign currency note, or of the foreign currency amount of the adjustment, determined on the date of the purchase or adjustment (or, in the case of cash-method and electing accrual-method taxpayers, the date of settlement for Notes that are traded on an established securities market). A U.S. Holder who purchases a foreign currency note with previously owned foreign currency will recognize ordinary income or loss in an amount equal to the difference, if any, between such U.S. Holder's tax basis in the foreign currency and the U.S. dollar fair market value of the foreign currency note on the date of purchase.

*Sale, Exchange or Retirement of Foreign Currency Notes.* Foreign currency gain or loss recognized upon the sale, exchange or retirement of a foreign currency note will be ordinary income or loss that will not be treated as interest income or expense. The amount of foreign currency gain or loss generally will equal the difference between (i) the U.S. dollar value of the U.S. Holder's purchase price (excluding any amortizable bond premium previously accrued) in the foreign currency of the Note, determined on the date the payment is received in exchange for the Note or the Note is disposed of, and (ii) the U.S. dollar value of the U.S. Holder's purchase price (excluding any amortizable bond premium previously accrued) in the foreign currency of the Note, determined on the date the U.S. Holder acquired the Note. Payments received attributable to accrued interest will be treated in accordance with the rules applicable to payments of interest on foreign currency notes described above. Foreign currency gain or loss realized upon the sale, exchange or retirement of any foreign

## TAXATION

currency note will be recognized only to the extent of the total gain or loss realized by a U.S. Holder on the sale, exchange or retirement of the foreign currency note. Any gain or loss realized by a U.S. Holder in excess of the foreign currency gain or loss will be capital gain or loss (except in the case of a short-term note, to the extent of any discount not previously included in the holder's income). If a U.S. Holder recognizes an ordinary loss upon a sale or other disposition of a foreign currency note and such loss is above certain thresholds, the holder may be required to file a disclosure statement with the IRS. See “—*Disclosure Requirements*” below.

A U.S. Holder will have a tax basis in any foreign currency received on the sale, exchange or retirement of a foreign currency note equal to the U.S. dollar value of the foreign currency, determined at the time of such sale, exchange or retirement. A cash-method taxpayer who buys or sells a foreign currency note that is traded on an established securities market is required to translate units of foreign currency paid or received into U.S. dollars at the spot rate on the settlement date of the purchase or sale. Accordingly, no exchange gain or loss will result with respect to such foreign currency from currency fluctuations between the trade date and the settlement of the purchase or sale. An accrual-method taxpayer may elect the same treatment for all purchases and sales of foreign currency obligations if such obligations are traded on an established securities market. This election cannot be changed without the consent of the IRS. Any gain or loss realized by a U.S. Holder on a sale or other disposition of foreign currency (including its exchange for U.S. dollars or its use to purchase foreign currency notes) will be ordinary income or loss.

### ***Foreign Currency Contingent Payment Notes***

**General.** The following discussion describes certain special rules applicable to a U.S. Holder of Notes that (i) are denominated in a specified currency other than the U.S. dollar or the payments of interest and principal on which are payable in (or determined by reference to) a specified currency other than the U.S. dollar and provide for contingent payments or (ii) provide for payments made in or determined by reference to multiple currencies (other than the U.S. dollar) (such Notes hereinafter referred to as “foreign currency contingent payment notes”). These Notes will be subject to special rules that govern the tax treatment of foreign currency contingent payment notes under applicable Treasury regulations (the “foreign currency contingent debt regulations”).

Pursuant to the foreign currency contingent debt regulations, a U.S. Holder of a Note will be required to accrue interest income on the Note on a constant yield basis, based on a comparable yield, as described below, regardless of whether such holder uses the cash or accrual method of accounting for U.S. federal income tax purposes. All determinations and computations required under the foreign currency contingent debt regulations (including the relevant Issuer’s determination of the “comparable yield” and “projected payment schedule” for the Note, each as defined below) will be made in the denomination currency of the Note. The foreign currency contingent debt regulations provide that the denomination currency of Notes that have principal or interest payments denominated in, or determined by reference to, more than one currency is the currency with the greatest value determined by comparing the values of the noncontingent and projected payments denominated in, or determined by reference to, each currency on the issue date, discounted to present value and, if necessary, translated into U.S. dollars at the spot rate on the issue date.

The foreign currency contingent debt regulations provide that a U.S. Holder must accrue into income original issue discount for U.S. federal income tax purposes for each accrual period prior to and including the maturity date of the Note. The amount of original issue discount that a U.S. Holder must accrue for each accrual period is determined in the denomination currency by applying the “noncontingent bond method” to the Note in the denomination currency and equals the product of:

- the adjusted issue price (as defined below) of the Note in the denomination currency as of the beginning of the accrual period;
- the comparable yield of the Note, adjusted for the length of the accrual period; and
- a fraction, the numerator of which is the number of days during the accrual period that the U.S. Holder held the Note and the denominator of which is the number of days in the accrual period.

The “adjusted issue price” of a Note is its issue price, increased by any interest income previously accrued (determined without regard to any net positive or net negative adjustments as described below), and decreased by the amount of any projected payments that previously have been scheduled to be made in respect of the Note, each determined in the denomination currency.

The term “comparable yield” as used in the foreign currency contingent debt regulations is determined in the denomination currency and is equal to the greater of (i) the annual yield the relevant Issuer would pay, as of the

## TAXATION

issue date, on a fixed rate debt instrument in the denomination currency with no contingent payments, but with terms and conditions otherwise comparable to those of the Note, and (ii) a rate of interest that is analogous to the applicable federal rate that would be used if the U.S. dollar were the denomination currency.

The foreign currency contingent debt regulations require that the relevant Issuer provides to U.S. Holders, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments in the denomination currency (the “projected payment schedule”) on a Note. This schedule must produce a yield to maturity that equals the comparable yield.

**The comparable yield and the projected payment schedule will not be provided for any purpose other than to determine a U.S. Holder’s interest accruals and adjustments thereto in respect of the Note for U.S. federal income tax purposes. The comparable yield and the projected payment schedule will not constitute a projection or representation by the relevant Issuer regarding the actual amounts that will be paid on the Note.**

*Translation of Amounts Determined Under Noncontingent Bond Method.* The accruals of interest computed with respect to a Note in the denomination currency (adjusted by certain net positive or negative adjustments as described below) must be translated into U.S. dollars. The U.S. dollar value of the accrued income will be determined by translating the income at an average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at an average rate for the partial period within the taxable year. A U.S. Holder may elect to translate interest income for an interest accrual period into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year). A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

*Adjustments to Interest Accruals on the Notes.* If, during any taxable year, a U.S. Holder of a Note receives actual payments with respect to such Note that, in the aggregate, exceed the total amount of projected payments for that taxable year, as determined in the denomination currency, the U.S. Holder will incur a “net positive adjustment” under the foreign currency contingent debt regulations equal to the amount of such excess. The U.S. Holder will treat a net positive adjustment as additional interest income in that taxable year, translated into U.S. dollars at the spot rate on the last day of the taxable year in which the adjustment is taken into account or, if earlier, the date of a sale, exchange or retirement of the Note.

If a U.S. Holder receives in a taxable year actual payments with respect to a Note that, in the aggregate, are less than the amount of projected payments for that taxable year, as determined in the denomination currency, the U.S. Holder will incur a “net negative adjustment” under the foreign currency contingent debt regulations equal to the amount of such deficit. This net negative adjustment:

- (i) will first reduce interest on the Note that otherwise would accrue in the denomination currency for that taxable year;
- (ii) to the extent of any excess after applying (i), will give rise to an ordinary loss to the extent of the U.S. Holder’s accrued but unpaid interest on the Note in prior taxable years (translated into U.S. dollars at the spot rate used to translate interest in the relevant prior taxable year);
- (iii) to the extent of any excess after applying (i) and (ii), will give rise to an ordinary loss to the extent of the U.S. Holder’s accrued and paid interest on the Note in prior taxable years (translated into U.S. dollars at the spot rate on the date the Note was issued or, if later, acquired); and
- (iv) to the extent of any excess after applying (i), (ii) and (iii), will be treated as a net negative adjustment carryforward that will be applied to reduce interest accruals in subsequent years and the amount realized in the year of a sale, exchange or retirement of the Note (in the denomination currency).

With respect to non-corporate U.S. Holders, a net negative adjustment is not subject to the two percent floor limitation on miscellaneous itemized deductions.

*Sale, Exchange or Retirement of Foreign Currency Contingent Payment Notes.* Generally, the sale, exchange or retirement of a Note will result in taxable gain or loss to a U.S. Holder. The amount of gain or loss on a sale, exchange or retirement of a Note will be equal to the difference between the amount realized on the sale, exchange or retirement and such holder’s adjusted tax basis in the Note. As discussed above, to the extent a U.S. Holder has any net negative adjustment carryforward, the U.S. Holder may use such net negative

## TAXATION

adjustment from a previous year to reduce the amount realized in the denomination currency on the sale, exchange or retirement of the Note.

A U.S. Holder's adjusted tax basis in a Note will equal the U.S. dollar cost as of the day the U.S. Holder purchased the Note, increased by the U.S. dollar value of the holder's total interest accruals with respect to the Note (determined without regard to any adjustments to interest accruals as described above), translated as described above, and decreased by the amount of any projected payments that previously have been scheduled to be made in respect of the Note (translated into U.S. dollars).

The amount realized on the sale, exchange or unscheduled retirement of a Note is generally equal to the U.S. dollar value of cash and the fair market value of any other property received by the U.S. Holder, including the fair market value of any Underlying Shares received, reduced by the amount of any net negative adjustment carryforward (translated into U.S. dollars). Any gain, other than foreign currency gain (as discussed below), will be treated as interest income. Any loss, other than foreign currency loss (as discussed below), will be treated as an ordinary loss to the extent of the excess of the holder's total interest accruals over the total net negative adjustments previously taken into account as ordinary losses in respect of the Note, and as a capital loss thereafter. If a U.S. Holder recognizes an ordinary loss upon a sale, exchange or retirement of a Note and such loss is above certain thresholds, the holder may be required to file a disclosure statement with the IRS. See “—*Disclosure Requirements*” below.

For purposes of determining the amount realized at maturity of a Note, the U.S. Holder will be deemed to receive the projected amount of any contingent payment due on that date, reduced by the amount of any net negative adjustment carryforward. The projected amount is translated into U.S. dollars by translating the portion attributable to principal into U.S. dollars at the spot rate on the issue date and translating the portion attributable to accrued interest into U.S. dollars at the rates at which such amounts of interest were translated when accrued. To the extent that the actual amount a U.S. Holder receives at the maturity of a Note is greater or less than the projected amount, a U.S. Holder will incur a net positive adjustment or a net negative adjustment, which will be treated as described above under “—*Adjustments to Interest Accruals on the Notes*. ” To the extent that there is any net negative adjustment carryforward as described above under “—*Adjustments to Interest Accruals on the Notes*, ” it will reduce the amount realized on the Note (translated into U.S. dollars at the spot rate on the issue date of the Note).

*Foreign Currency Gain or Loss on Foreign Currency Contingent Payment Notes.* A U.S. Holder may recognize foreign currency gain or loss with respect to a Note when the U.S. Holder receives payments on the Note. The amount of foreign currency gain or loss attributable to payments of interest previously accrued on the Note is determined by translating the amount of interest received into U.S. dollars at the spot rate on the date of receipt and subtracting from such amount the amount determined by translating the interest received into U.S. dollars at the rate at which such interest was accrued as described above. The amount of foreign currency gain or loss attributable to payments of principal is determined by translating the amount of principal received into U.S. dollars at the spot rate on the date of receipt and subtracting from such amount the amount determined by translating the principal received into U.S. dollars at the spot rate on the date the Note was issued or, if later, acquired. For purposes of determining the amount of foreign currency gain or loss, the amount received (i) shall first be attributed to any net positive adjustment on the Note that has not previously been taken into account and (ii) then to accrued but unpaid interest remaining after reduction by any net negative adjustment and (iii) any remaining amount shall be attributed to the principal.

Upon a sale, exchange or unscheduled retirement of a Note, a U.S. Holder would also recognize foreign currency gain or loss. Payments received upon such a sale, exchange or unscheduled retirement of a Note shall first be applied against the principal of the Note and then against accrued but unpaid interest (and treated, in each case, as described in the preceding paragraph).

The total amount of foreign currency gain or loss on a Note is equal to the sum of the foreign currency gains or losses on principal and interest, calculated as described above. Any such foreign currency gain or loss will be treated as ordinary income or loss. Prospective purchasers should consult their tax advisers regarding these rules. If a U.S. Holder recognizes an ordinary loss upon a sale or other disposition of a foreign currency contingent payment note and such loss is above certain thresholds, the holder may be required to file a disclosure statement with the IRS. See “—*Disclosure Requirements*” below.

Special rules will apply if one or more contingent payments on a Note become fixed. If one or more contingent payments on a Note (determined in the denomination currency) become fixed more than six months prior to the

## TAXATION

date each such payment is due, a U.S. Holder will be required to make a positive or negative adjustment, as appropriate, equal to the difference between the present value of the amounts that are fixed and the present value of the projected amounts of the contingent payments as provided in the projected payment schedule (determined in the denomination currency), using the comparable yield as the discount rate in each case. If all remaining scheduled contingent payments on a Note become fixed substantially contemporaneously, a U.S. Holder will be required to make adjustments to account for the difference between the amounts treated as fixed and the projected payments in a reasonable manner over the remaining term of the Note. For purposes of the preceding sentence, a payment (including an amount payable at maturity) will be treated as fixed if (and when) all remaining contingencies with respect to it are remote or incidental within the meaning of the applicable Treasury regulations. A U.S. Holder's tax basis in the Note and the character of any gain or loss on the sale of the Note will also be affected. U.S. Holders should consult their tax advisers concerning the application of these special rules.

### ***Contingent Payment Notes***

*General.* Unless otherwise noted in the applicable Issue Terms, a Note that has principal or interest determined by reference to commodities, funds, securities or indices, other than a Short-Term Note (see the discussion under “—*Short-Term Notes*” above), or a Foreign Currency Contingent Payment Note (see the discussion under “—*Foreign Currency Contingent Payment Notes*” above), (such Notes hereinafter referred to as “contingent payment notes”) will generally be treated as a “contingent payment debt instrument” for U.S. federal income tax purposes. As a result, the contingent payment notes will be subject to special rules that govern the tax treatment of debt obligations that are treated under applicable Treasury regulations (the “contingent debt regulations”) as providing for contingent payments.

Pursuant to the contingent debt regulations, a U.S. Holder of a contingent payment note will be required to accrue interest income on the contingent payment note on a constant yield basis, based on a comparable yield, as described below, regardless of whether such holder uses the cash or accrual method of accounting for U.S. federal income tax purposes. As a result, a U.S. Holder may be required to include interest in income each year in excess of any stated interest payments actually received in that year.

The contingent debt regulations provide that a U.S. Holder must accrue an amount of ordinary interest income, as original issue discount for U.S. federal income tax purposes, for each accrual period prior to and including the maturity date of the contingent payment note that equals the product of:

- the adjusted issue price (as defined below) of the contingent payment note as of the beginning of the accrual period;
- the comparable yield (as defined below) of the contingent payment note, adjusted for the length of the accrual period; and
- a fraction, the numerator of which is the number of days during the accrual period that the U.S. Holder held the contingent payment note and the denominator of which is the number of days in the accrual period.

The “adjusted issue price” of a contingent payment note is its issue price, increased by any interest income previously accrued, determined without regard to any adjustments to interest accruals described below, and decreased by the projected amount of any payments (in accordance with the projected payment schedule described below) previously made with respect to the contingent payment note.

The term “comparable yield” as used in the contingent debt regulations means the greater of (i) the annual yield the relevant Issuer would pay, as of the issue date, on a fixed-rate, nonconvertible debt instrument with no contingent payments, but with terms and conditions otherwise comparable to those of the contingent payment notes, and (ii) the applicable federal rate.

The contingent debt regulations require that the relevant Issuer provides to U.S. Holders, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments (the “projected payment schedule”) on the contingent payment notes. This schedule must produce a yield to maturity that equals the comparable yield.

**The comparable yield and the projected payment schedule will not be provided for any purpose other than to determine a U.S. Holder's interest accruals and adjustments thereto in respect of the contingent payment notes for U.S. federal income tax purposes. They will not constitute a projection or**

## TAXATION

### **representation by the relevant Issuer regarding the actual amounts that will be paid on the contingent payment notes.**

*Adjustments to Interest Accruals on the Notes.* If, during any taxable year, a U.S. Holder of a contingent payment note receives actual payments with respect to such contingent payment note that, in the aggregate, exceed the total amount of projected payments for that taxable year, the U.S. Holder will incur a “net positive adjustment” under the contingent debt regulations equal to the amount of such excess. The U.S. Holder will treat a net positive adjustment as additional interest income in that taxable year.

If a U.S. Holder receives in a taxable year actual payments with respect to the contingent payment note that, in the aggregate, are less than the amount of projected payments for that taxable year, the U.S. Holder will incur a “net negative adjustment” under the contingent debt regulations equal to the amount of such deficit. This net negative adjustment:

- (i) will first reduce the U.S. Holder’s interest income on the contingent payment note for that taxable year;
- (ii) to the extent of any excess after applying (i), will give rise to an ordinary loss to the extent of the U.S. Holder’s interest income on the contingent payment note during prior taxable years, reduced to the extent such interest was offset by prior net negative adjustments; and
- (iii) to the extent of any excess after applying (i) and (ii), will be carried forward as a negative adjustment to offset future interest income with respect to the contingent payment note or to reduce the amount realized on a sale, exchange or retirement of the contingent payment note.

With respect to non-corporate U.S. Holders, a net negative adjustment is not subject to the two percent floor limitation on miscellaneous itemized deductions.

Generally, the sale, exchange or retirement of a contingent payment note will result in taxable gain or loss to a U.S. Holder. The amount of gain or loss on a sale, exchange or retirement of a contingent payment note will be equal to the difference between (a) the amount of cash plus the fair market value of any other property received by the U.S. Holder, including the fair market value of any Underlying Shares received (the “amount realized”), from the sale, exchange or retirement of the contingent payment note and (b) the U.S. Holder’s adjusted tax basis in the contingent payment note. As discussed above, to the extent that a U.S. Holder has any net negative adjustment carryforward, the U.S. Holder may use such net negative adjustment from a previous year to reduce the amount realized on the sale, exchange or retirement of the contingent payment note.

For purposes of determining the amount realized on the scheduled retirement of a contingent payment note, a U.S. Holder will be treated as receiving the projected amount of any contingent payment due at maturity. As previously discussed, to the extent that actual payments with respect to the contingent payment notes during the year of the scheduled retirement are greater or less than the projected payments for such year, a U.S. Holder will incur a net positive or negative adjustment, resulting in additional ordinary income or loss, as the case may be.

A U.S. Holder’s adjusted tax basis in a contingent payment note generally will be equal to the U.S. Holder’s original purchase price for the contingent payment note, increased by any interest income previously accrued by the U.S. Holder (determined without regard to any adjustments to interest accruals described above) and decreased by the amount of any projected payments that previously have been scheduled to be made in respect of the contingent payment note (without regard to the actual amount paid).

Gain recognized by a U.S. Holder upon a sale, exchange or retirement of a contingent payment note generally will be treated as ordinary interest income. Any loss will be ordinary loss to the extent of the excess of previous interest inclusions over the total net negative adjustments previously taken into account as ordinary losses in respect of the contingent payment note, and thereafter capital loss (which will be long-term capital loss if the contingent payment note has been held for more than one year). The deductibility of capital losses is subject to limitations. If a U.S. Holder recognizes a loss upon a sale or other disposition of a contingent payment note and such loss is above certain thresholds, the holder may be required to file a disclosure statement with the IRS. See “—*Disclosure Requirements*” below.

Special rules will apply if one or more contingent payments on a contingent payment note become fixed. If one or more contingent payments on a contingent payment note become fixed more than six months prior to the date each such payment is due, a U.S. Holder will be required to make a positive or negative adjustment, as appropriate, equal to the difference between the present value of the amounts that are fixed and the present value of the projected amounts of the contingent payments as provided in the projected payment schedule, using the

## TAXATION

comparable yield as the discount rate in each case. If all remaining scheduled contingent payments on a contingent payment note become fixed substantially contemporaneously, a U.S. Holder will be required to make adjustments to account for the difference between the amounts treated as fixed and the projected payments in a reasonable manner over the remaining term of the contingent payment note. For purposes of the preceding sentence, a payment (including an amount payable at maturity) will be treated as fixed if (and when) all remaining contingencies with respect to it are remote or incidental within the meaning of the applicable Treasury regulations. A U.S. Holder's tax basis in the contingent payment note and the character of any gain or loss on the sale of the contingent payment note will also be affected. U.S. Holders should consult their tax advisers concerning the application of these special rules.

### Notes Treated as Open Transactions

This discussion applies to Notes that do not pay coupons and provide for a single payment at maturity or early settlement that is determined by reference to the performance of a relevant Reference Item and that thus may be greater than or substantially lower than the Note's issue price. Except as otherwise provided in the applicable Issue Terms, under current law, any such Notes should be treated as a single financial contract that is an "open transaction" for U.S. federal income tax purposes.

**Due to the absence of statutory, judicial or administrative authorities that directly address the treatment of Notes described above for U.S. federal income tax purposes, no assurance can be given that the IRS or a court will agree with the treatment described herein. Accordingly, you should consult your tax adviser regarding all aspects of the U.S. federal tax consequences of an investment in such Notes (including possible alternative treatments of such Notes). Unless otherwise stated, the following discussion is based on the treatment of each Note as described above.**

Taxable gain upon the sale, exchange or retirement of Notes, including any taxable gain attributable to fluctuations in currency exchange rates, will be treated as U.S.-source income. U.S. Holders should consult their tax advisers regarding additional U.S. federal income tax consequences of an investment in the Notes, including the rules applicable to foreign tax credits or deductions, in light of their own particular circumstances.

### *Tax Treatment of Notes Treated as Open Transactions*

*Tax Treatment Prior to Settlement.* Subject to the discussions below under "—*Possible Taxable Events*" and "—*Possible Application of Section 1256 of the Code*," a U.S. Holder should not be required to recognize taxable income over the term of the Notes prior to settlement, other than pursuant to a sale or exchange as described below.

*Tax Basis.* Subject to the discussions below under "—*Possible Taxable Events*" and "—*Possible Application of Section 1256 of the Code*," a U.S. Holder's tax basis in a Note should equal the amount paid by the U.S. Holder to acquire the Note.

*Sale, Exchange or Settlement of a Note.* Upon a sale, exchange or settlement of a Note for cash, a U.S. Holder should recognize gain or loss equal to the difference between the amount realized on the sale, exchange or settlement and the U.S. Holder's tax basis in the Note sold, exchanged or settled. Subject to the discussion above regarding the possible application of the PFIC rules and the discussions below regarding the possible application of Sections 1260, 1258, 1256 and 988 of the Code and under "—*Possible Taxable Events*," any gain or loss recognized should be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year at the time of the sale, exchange or settlement, and short-term capital gain or loss otherwise.

A U.S. Holder that, upon physical settlement of a Note, receives Underlying Shares and cash in lieu of any shares, should, subject to the discussion above regarding the possible application of the PFIC rules and the discussions below regarding the possible application of Sections 1260, 1258 and 1256 of the Code, be treated as recognizing capital gain or loss equal to the difference between the amount of cash received in lieu of any fractional share and the pro rata portion of the U.S. Holder's tax basis in the Notes that is allocable to such fractional share, based on the amount of cash received and the fair market value of the Underlying Shares received, as of the final determination date of the Notes. The U.S. Holder should not recognize any gain or loss with respect to any Underlying Shares received. The U.S. Holder should have a basis in the Underlying Shares equal to the U.S. Holder's tax basis in the Notes, other than any amount allocated to a fractional share. The holding period for such Underlying Shares should start on the day after receipt.

## TAXATION

### ***Possible Taxable Events***

In the event of a change in the methodology by which a Reference Item to which a Note relates is calculated, a change in the components of such a Reference Item, the discontinuance of such a Reference Item, the designation of a successor to such a Reference Item or other similar circumstances resulting in a material change to such a Reference Item, it is possible that a Note could be treated, in whole or in part, as terminated and reissued for U.S. federal income tax purposes. Similar consequences could apply if the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Notes. In the event of a deemed retirement, a U.S. Holder might be required to recognize gain or loss (subject to the possible application of the wash sale rules) with respect to the Note. Moreover, the tax treatment of the Note after the deemed reissuance could be materially adversely affected. U.S. Holders should consult their tax advisers regarding the risk of such an event.

### ***Possible Application of Section 1260 of the Code***

If a Note (other than a Note that provides for only a single fixed upside payment if the relevant Reference Item increases in value over the term of the Note or a Note that provides for an upside payment only if the relevant Reference Item decreases in value over the term of the Note) is linked to an equity interest in one of a specified list of entities (“Pass-Thru Entities”), including an exchange-traded fund or other regulated investment company, a real estate investment trust, a partnership or a PFIC, there is a substantial risk that an investment in the Note will be treated as a “constructive ownership transaction,” as defined in Section 1260 of the Code. If an investment in the Note is treated as a constructive ownership transaction, all or a portion of any long-term capital gain recognized by a U.S. Holder in respect of the Note could be recharacterized as ordinary income (the “Recharacterized Gain”). In addition, an interest charge would be imposed on any deemed underpayment of tax for each year that the constructive ownership transaction was outstanding. The amount of the interest charge is determined by treating any Recharacterized Gain as having accrued such that the gain in each successive year is equal to the gain in the prior year increased by the applicable federal rate (determined as of the date of sale, exchange or settlement of the Note) during the term of the constructive ownership transaction.

The amount of the Recharacterized Gain (if any) that would be treated as ordinary income in respect of the Note equals the excess of (i) any long-term capital gain recognized by the U.S. Holder in respect of the Note over (ii) the “net underlying long-term capital gain” (as defined in Section 1260 of the Code). Even if an investment in the Note is treated as a constructive ownership transaction, the amount of net underlying long-term capital gain, and therefore the amount of Recharacterized Gain, is unclear. It is possible, for example, that the net underlying long-term capital gain is equal to the aggregate net capital gain that the U.S. Holder would have had if the Underlying Shares had been acquired for fair market value on the issue date of the Note and sold for fair market value upon the date of sale, exchange or settlement of the Note (which would reflect the percentage increase, without any multiple, in the value of the Underlying Shares over the term of the Note). However, the net underlying long-term capital gain could alternatively be calculated using a number of Underlying Shares that reflects the multiple upon which any gain on the Note will be calculated, in which case the amount of Recharacterized Gain would generally be zero. Moreover, other features of a Note (such as a Note linked to multiple Pass-Thru Entities or a Pass-Thru Entity and one or more indices which do not contain any Pass-Thru Entity), may also give rise to uncertainty about the proper method for calculating the amount of Recharacterized Gain. Under Section 1260 of the Code, the amount of net underlying long-term capital gain is treated as zero unless otherwise “established by clear and convincing evidence.” Furthermore, if a Pass-Thru Entity holds certain commodities, the long-term capital gain that a U.S. Holder would otherwise recognize in respect of the Note up to the amount of the net underlying long-term capital gain could, if the U.S. Holder is an individual or other non-corporate investor, be subject to tax at the higher rates applicable to “collectibles” instead of the general rates that apply to long-term capital gain.

Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether or how Section 1260 of the Code applies to Notes linked to Pass-Thru Entities. U.S. Holders should consult their tax advisers regarding the potential application of the “constructive ownership” rule to the Notes.

### ***Possible Application of Section 1258 of the Code***

It is possible that an investment in certain Notes, particularly those that provide for a single fixed upside payment, could be treated as a “conversion transaction” under Section 1258 of the Code. A conversion transaction is a transaction marketed or sold as producing capital gains and from which substantially all of the

## TAXATION

taxpayer's expected return is attributable to the time value of the taxpayer's net investment. If an investment in the securities were treated as a conversion transaction, the gain from the sale, exchange or settlement of the securities would be treated as ordinary income to the extent of the "applicable imputed income amount." The applicable imputed income amount is an amount equal to the amount of interest that would have accrued on the taxpayer's net investment in the conversion transaction (i.e., the amount paid by the U.S. Holder to acquire the securities) for the period ending on the date of sale (including a deemed sale described above under "*Possible Taxable Events*" or under the mark-to-market treatment discussed below under "*Possible Application of Section 1256 of the Code*"), exchange or settlement at a rate equal to 120 percent of the applicable federal rate. U.S. Holders should consult their tax advisers regarding the possible application of Section 1258 of the Code to the Notes.

### ***Possible Application of Section 1256 of the Code***

Special rules will apply if a Note constitutes, in whole or in part, a "Section 1256 Contract" under Section 1256 of the Code. Section 1256 Contracts include, among others, "listed options." Accordingly, if a Note is listed on (or subject to the rules of) an exchange, board of trade or market, it is possible that the Note may be treated, in whole or in part, as a Section 1256 Contract. If Section 1256 of the Code were to apply to a Note, U.S. Holders would be required (i) to mark to market all or a portion of the Note as if it were sold at its fair market value on the last business day of each year it is held, and (ii) to recognize any gain or loss in respect of the portion of the Note that is treated as a Section 1256 Contract as 40% short-term capital gain or loss and 60% long-term capital gain or loss. U.S. Holders should consult their tax advisers regarding the potential application of Section 1256 of the Code to the Notes.

### ***Possible Application of Section 988 of the Code***

*General.* The following discussion describes certain special rules applicable to a U.S. Holder of Notes that are open transactions and for which the Reference Item includes one or more currencies (other than the U.S. dollar).

*Sale, Exchange or Retirement.* Because the return on the Note is "determined by reference to the value" of one or more foreign currencies, unless otherwise provided in the applicable Issue Terms, the Issuers intend to treat the Note as subject to Section 988 of the Code. In that case, any gain or loss recognized on the Note (including any gain or loss resulting from the possible application of Section 1256 of the Code, as discussed above) generally will be ordinary income or loss unless an election under Section 988(a)(1)(B) of the Code to treat such gain or loss as capital gain or loss (the "Section 988 election") is available and the U.S. Holder makes such election before the close of the day on which the U.S. Holder purchases the Note. While a taxpayer may make a Section 988 election to treat gain or loss on certain forward contracts, futures contracts or option contracts linked to one or more foreign currencies as capital gain or loss, it is unclear whether a Section 988 election is available for the Note. Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether the Section 988 election is available for the Note. U.S. Holders should consult their tax advisers about the potential application of Section 988 of the Code and the Section 988 election to the Note. In addition, a U.S. Holder might be subject to special reporting requirements that apply to foreign currency losses that exceed certain thresholds.

### ***Possible Alternative Tax Treatments of an Investment in a Note***

Due to the absence of authorities that directly address the proper tax treatment of the Note, no assurance can be given that the IRS will accept, or that a court will uphold, the treatment described above. The IRS could, for instance, seek to treat a Note as a debt instrument. The risk that financial instruments providing for downside protection features would be recharacterized, for U.S. federal income tax purposes, as debt instruments giving rise to ordinary income and possible accrual of income prior to maturity or disposition of the Note, rather than as open transactions, is greater than the risk of recharacterization for comparable financial instruments that do not have such features. If the Note were recharacterized as a debt instrument, the federal income tax consequences to the U.S. Holder would depend on the terms of the Note and could be materially adverse to the U.S. Holder. For a description of the tax treatment of Notes that are treated as debt instruments, see the discussion under "*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes*" above.

Even if debt treatment does not apply to the Note, other alternative U.S. federal income tax treatments of the Note are possible, which, if applied, could significantly affect the timing and character of the income or loss with respect to the Note. It is possible, for example, that a Note could be treated as a unit consisting of a loan

## TAXATION

and a forward contract, in which case a U.S. Holder might be required to accrue OID into income on a current basis.

In 2007, the U.S. Treasury Department and the IRS released a notice requesting comments on the U.S. federal income tax treatment of “prepaid forward contracts” and similar instruments. The notice focuses in particular on whether to require holders of these instruments to accrue income over the term of their investment. It also asks for comments on a number of related topics, including the character of income or loss with respect to these instruments; whether short-term instruments should be subject to any such accrual regime; the relevance of factors such as the exchange-traded status of the instruments and the nature of the underlying property to which the instruments are linked; and whether these instruments are or should be subject to the “constructive ownership” rule (as discussed above under “—*Possible Application of Section 1260 of the Code*”). While the notice requests comments on appropriate transition rules and effective dates, any Treasury regulations or other guidance promulgated after consideration of these issues could materially and adversely affect the tax consequences of an investment in the Note, possibly with retroactive effect.

Prospective investors should consult their tax advisers regarding all aspects of the U.S. federal income tax consequences of an investment in the Note, including the possible implications of the IRS notice.

### **Notes Providing for Upside Potential and Treated as Single Financial Contracts with Associated Coupons**

This discussion applies to Notes that pay coupons and provide for a single payment at maturity or early settlement that is determined by reference to the performance of a relevant Reference Item and that thus may be greater than or substantially lower than the Note’s issue price. Due to the absence of statutory, judicial or administrative authorities that directly address the treatment of the Notes or instruments that are similar to the Notes for U.S. federal income tax purposes, no assurance can be given that the IRS or a court will agree with the tax treatment described herein. We intend to treat the Notes for U.S. federal income tax purposes as a single financial contract that provides for a coupon that will be treated as gross income to you at the time received or accrued in accordance with your regular method of tax accounting.

**Our counsel has not rendered an opinion as to the proper U.S. federal income tax treatment of the Notes, and no assurance can be given that the IRS or a court will agree with the treatment described herein. Significant aspects of the U.S. federal income tax consequences of an investment in the Notes are uncertain. Accordingly, you should consult your tax adviser regarding all aspects of the U.S. federal tax consequences of an investment in the Notes (including possible alternative treatments) and with respect to any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction. Unless otherwise stated, the following discussion is based on the treatment of each Note as described in the previous paragraph.**

Taxable gain upon the sale, exchange or retirement of Notes, including any taxable gain attributable to fluctuations in currency exchange rates, will be treated as U.S.-source income. Coupon payments received from an investment in Notes will be treated as non-U.S. source income. U.S. Holders should consult their tax advisers regarding additional U.S. federal income tax consequences of an investment in the Notes, including the rules applicable to foreign tax credits or deductions, in light of their own particular circumstances.

#### ***Tax Treatment of the Notes***

Assuming the treatment of the Notes as set forth above is respected, the following U.S. federal income tax consequences should result.

***Tax Basis.*** Subject to the discussions below under “—*Possible Taxable Events*” and “—*Possible Application of Section 1256 of the Code*,” a U.S. Holder’s tax basis in the Notes should equal the amount paid by the U.S. Holder to acquire the Notes.

***Coupon Payments on the Notes.*** Any coupon payments on the Notes should be taxable as ordinary income to a U.S. Holder at the time received or accrued, in accordance with the U.S. Holder’s regular method of accounting for U.S. federal income tax purposes.

***Sale, Exchange or Settlement of the Notes.*** Upon a sale, exchange or settlement of the Notes for cash, a U.S. Holder should recognize gain or loss equal to the difference between the amount realized on the sale, exchange or settlement and the U.S. Holder’s tax basis in the Notes so sold, exchanged or settled. For this purpose, the amount realized does not include any coupon paid at settlement, and may not include sale proceeds attributable

## TAXATION

to an accrued coupon, which may be treated as a coupon payment. Subject to the discussion above regarding the possible application of the PFIC rules and the discussions below regarding the possible application of Sections 1260, 1258, 1256 and 988 of the Code and under “—*Possible Taxable Events*,” any such gain or loss recognized should be long-term capital gain or loss if the U.S. Holder has held the Notes for more than one year at the time of the sale, exchange or settlement, and should be short-term capital gain or loss otherwise. The ordinary income treatment of the stated interest payments, in conjunction with the capital loss treatment of any loss recognized upon the sale, exchange or settlement of the Notes, could result in adverse tax consequences to holders of the Notes because the deductibility of capital losses is subject to limitations.

A U.S. Holder that, upon settlement of the Notes, receives Underlying Shares and cash in lieu of any fractional share should, subject to the discussion above regarding the possible application of the PFIC rules and the discussions below regarding the possible application of Sections 1260, 1258 and 1256 of the Code, be treated as recognizing capital gain or loss equal to the difference between the amount of cash received in lieu of any fractional share and the pro rata portion of the U.S. Holder’s tax basis in the Notes that is allocable to such fractional share, based on the amount of cash received and the fair market value of the Underlying Shares received, as of the final determination date of the Notes. The U.S. Holder should not recognize any gain or loss with respect to any Underlying Shares received. The U.S. Holder should have a basis in the Underlying Shares equal to the U.S. Holder’s tax basis in the Notes, other than any amount allocated to a fractional share. The holding period for such Underlying Shares should start on the day after receipt.

### ***Possible Taxable Events***

In the event of a change in the methodology by which a Reference Item to which a Note relates is calculated, a change in the components of such a Reference Item, the discontinuance of such a Reference Item, the designation of a successor to such a Reference Item or other similar circumstances resulting in a material change to such a Reference Item, it is possible that a Note could be treated, in whole or in part, as terminated and reissued for U.S. federal income tax purposes. Similar consequences could apply if the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Notes. In the event of a deemed retirement, a U.S. Holder might be required to recognize gain or loss (subject to the possible application of the wash sale rules) with respect to the Note. Moreover, the tax treatment of the Note after the deemed reissuance could be materially adversely affected. U.S. Holders should consult their tax advisers regarding the risk of such an event.

### ***Possible Application of Section 1260 of the Code***

If a Note (other than a Note that provides for only a single fixed upside payment if the relevant Reference Item increases in value over the term of the Note or a Note that provides for an upside payment only if the relevant Reference Item decreases in value over the term of the Note) is linked to an equity interest in one of a specified list of entities (“Pass-Thru Entities”), including an exchange-traded fund or other regulated investment company, a real estate investment trust, a partnership or a PFIC, there is a substantial risk that an investment in the Note will be treated as a “constructive ownership transaction,” as defined in Section 1260 of the Code. If an investment in the Note is treated as a constructive ownership transaction, all or a portion of any long-term capital gain recognized by a U.S. Holder in respect of the Note could be recharacterized as ordinary income (the “Recharacterized Gain”). In addition, an interest charge would be imposed on any deemed underpayment of tax for each year that the constructive ownership transaction was outstanding. The amount of the interest charge is determined by treating any Recharacterized Gain as having accrued such that the gain in each successive year is equal to the gain in the prior year increased by the applicable federal rate (determined as of the date of sale, exchange or settlement of the Note) during the term of the constructive ownership transaction.

The amount of the Recharacterized Gain (if any) that would be treated as ordinary income in respect of the Note equals the excess of (i) any long-term capital gain recognized by the U.S. Holder in respect of the Note over (ii) the “net underlying long-term capital gain” (as defined in Section 1260 of the Code). Even if an investment in the Note is treated as a constructive ownership transaction, the amount of net underlying long-term capital gain, and therefore the amount of Recharacterized Gain, is unclear. It is possible, for example, that the net underlying long-term capital gain is equal to the aggregate net capital gain that the U.S. Holder would have had if the Underlying Shares had been acquired for fair market value on the issue date of the Note and sold for fair market value upon the date of sale, exchange or settlement of the Note (which would reflect the percentage increase, without any multiple, in the value of the Underlying Shares over the term of the Note). However, the net underlying long-term capital gain could alternatively be calculated using a number of Underlying Shares that reflects the multiple upon which any gain on the Note will be calculated, in which case the amount of

## TAXATION

Recharacterized Gain would generally be zero. Moreover, other features of a Note (such as a Note linked to multiple Pass-Thru Entities or a Pass-Thru Entity and one or more indices which do not contain any Pass-Thru Entity), may also give rise to uncertainty about the proper method for calculating the amount of Recharacterized Gain. Under Section 1260 of the Code, the amount of net underlying long-term capital gain is treated as zero unless otherwise “established by clear and convincing evidence.” Furthermore, if a Pass-Thru Entity holds certain commodities, the long-term capital gain that a U.S. Holder would otherwise recognize in respect of the Note up to the amount of the net underlying long-term capital gain could, if the U.S. Holder is an individual or other non-corporate investor, be subject to tax at the higher rates applicable to “collectibles” instead of the general rates that apply to long-term capital gain.

Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether or how Section 1260 of the Code applies to Notes linked to Pass-Thru Entities. U.S. Holders should consult their tax advisers regarding the potential application of the “constructive ownership” rule to the Notes.

### ***Possible Application of Section 1258 of the Code***

It is possible that an investment in certain Notes, particularly those that provide for a single fixed upside payment, could be treated as a “conversion transaction” under Section 1258 of the Code. A conversion transaction is a transaction marketed or sold as producing capital gains and from which substantially all of the taxpayer’s expected return is attributable to the time value of the taxpayer’s net investment. If an investment in the securities were treated as a conversion transaction, the gain from the sale, exchange or settlement of the securities would be treated as ordinary income to the extent of the “applicable imputed income amount.” The applicable imputed income amount is an amount equal to the amount of interest that would have accrued on the taxpayer’s net investment in the conversion transaction (i.e., the amount paid by the U.S. Holder to acquire the securities) for the period ending on the date of sale (including a deemed sale described above under “*Possible Taxable Events*” or under the mark-to-market treatment discussed below under “*Possible Application of Section 1256 of the Code*”), exchange or settlement at a rate equal to 120 percent of the applicable federal rate. U.S. Holders should consult their tax advisers regarding the possible application of Section 1258 of the Code to the Notes.

### ***Possible Application of Section 1256 of the Code***

Special rules will apply if a Note constitutes, in whole or in part, a “Section 1256 Contract” under Section 1256 of the Code. Section 1256 Contracts include, among others, “listed options.” Accordingly, if a Note is listed on (or subject to the rules of) an exchange, board of trade or market, it is possible that the Note may be treated, in whole or in part, as a Section 1256 Contract. If Section 1256 of the Code were to apply to a Note, U.S. Holders would be required (i) to mark to market all or a portion of the Note as if it were sold at its fair market value on the last business day of each year it is held, and (ii) to recognize any gain or loss in respect of the portion of the Note that is treated as a Section 1256 Contract as 40% short-term capital gain or loss and 60% long-term capital gain or loss. U.S. Holders should consult their tax advisers regarding the potential application of Section 1256 of the Code to the Notes.

### ***Possible Application of Section 988 of the Code***

*General.* The following discussion describes certain special rules applicable to a U.S. Holder of Notes that are single financial contracts with associated coupons and for which the Reference Item includes one or more currencies (other than the U.S. dollar).

*Sale, Exchange or Retirement.* Because the return on the Note is “determined by reference to the value” of one or more foreign currencies, unless otherwise provided in the applicable Issue Terms, the Issuers intend to treat the Note as subject to Section 988 of the Code. In that case, any gain or loss recognized on the Note (including any gain or loss resulting from the possible application of Section 1256 of the Code, as discussed above) generally will be ordinary income or loss unless an election under Section 988(a)(1)(B) of the Code to treat such gain or loss as capital gain or loss (the “Section 988 election”) is available and the U.S. Holder makes such election before the close of the day on which the U.S. Holder purchases the Note. While a taxpayer may make a Section 988 election to treat gain or loss on certain forward contracts, futures contracts or option contracts linked to one or more foreign currencies as capital gain or loss, it is unclear whether a Section 988 election is available for the Note. Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether the Section 988 election is available for the

## **TAXATION**

Note. U.S. Holders should consult their tax advisers about the potential application of Section 988 of the Code and the Section 988 election to the Note. In addition, a U.S. Holder might be subject to special reporting requirements that apply to foreign currency losses that exceed certain thresholds.

### ***Possible Alternative Tax Treatments of an Investment in the Notes***

Due to the absence of authorities that directly address the proper tax treatment of the Note, no assurance can be given that the IRS will accept, or that a court will uphold, the treatment described above. The IRS could, for instance, seek to treat a Note as a debt instrument. The risk that financial instruments providing for downside protection features would be recharacterized, for U.S. federal income tax purposes as debt instruments giving rise to ordinary income and possible accrual of income prior to maturity or disposition of the Note, rather than as single financial contracts with associated coupons, is greater than the risk of recharacterization for comparable financial instruments that do not have such features. If the Note were recharacterized as a debt instrument, the federal income tax consequences to the U.S. Holder would depend on the terms of the Note and could be materially adverse to the U.S. Holder. For a description of the tax treatment of Notes that are treated as debt instruments, see the discussion under “—*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes*” above.

Even if debt treatment does not apply to the Note, other alternative U.S. federal income tax treatments of the Note are possible, which, if applied, could significantly affect the timing and character of the income or loss with respect to the Note. It is possible, for example, that a Note could be treated as a unit consisting of a loan and a forward contract, in which case a U.S. Holder might be required to accrue OID into income on a current basis.

In 2007, the U.S. Treasury Department and the IRS released a notice requesting comments on the U.S. federal income tax treatment of “prepaid forward contracts” and similar instruments. The notice focuses in particular on whether to require holders of these instruments to accrue income over the term of their investment. It also asks for comments on a number of related topics, including the character of income or loss with respect to these instruments; whether short-term instruments should be subject to any such accrual regime; the relevance of factors such as the exchange-traded status of the instruments and the nature of the underlying property to which the instruments are linked; and whether these instruments are or should be subject to the “constructive ownership” rule (as discussed above under “—*Possible Application of Section 1260 of the Code*”). While the notice requests comments on appropriate transition rules and effective dates, any Treasury regulations or other guidance promulgated after consideration of these issues could materially and adversely affect the tax consequences of an investment in the Note, possibly with retroactive effect.

Prospective investors should consult their tax advisers regarding all aspects of the U.S. federal income tax consequences of an investment in the Note, including the possible implications of the IRS notice.

### ***Notes Treated as Single Financial Contracts with Associated Coupons That Do Not Provide for Upside***

This discussion applies to Notes that pay contingent coupons and provide for a single payment at maturity or early settlement that is determined by reference to the performance of a relevant Reference Item and that may be substantially lower than but may not exceed the Note’s issue price (other than the contingent coupons). Due to the absence of statutory, judicial or administrative authorities that directly address the treatment of the Notes or instruments that are similar to the Notes for U.S. federal income tax purposes, no assurance can be given that the IRS or a court will agree with the tax treatment described herein. We intend to treat the Notes for U.S. federal income tax purposes as a single financial contract that provides for a coupon that will be treated as gross income to you at the time received or accrued in accordance with your regular method of tax accounting.

**Our counsel has not rendered an opinion as to the proper U.S. federal income tax treatment of the Notes, and no assurance can be given that the IRS or a court will agree with the treatment described herein. Significant aspects of the U.S. federal income tax consequences of an investment in the Notes are uncertain. Accordingly, you should consult your tax adviser regarding all aspects of the U.S. federal tax consequences of an investment in the Notes (including possible alternative treatments) and with respect to any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction. Unless otherwise stated, the following discussion is based on the treatment of each Note as described in the previous paragraph.**

Taxable gain upon the sale, exchange or retirement of Notes, including any taxable gain attributable to fluctuations in currency exchange rates, will be treated as U.S.-source income. Coupon payments received from

## **TAXATION**

an investment in Notes will be treated as non-U.S. source income. U.S. Holders should consult their tax advisers regarding additional U.S. federal income tax consequences of an investment in the Notes, including the rules applicable to foreign tax credits or deductions, in light of their own particular circumstances.

### ***Tax Treatment of the Notes***

Assuming the treatment of the Notes as set forth above is respected, the following U.S. federal income tax consequences should result.

***Tax Basis.*** Subject to the discussions below under “—*Possible Taxable Events*” a U.S. Holder’s tax basis in the Notes should equal the amount paid by the U.S. Holder to acquire the Notes.

***Coupon Payments on the Notes.*** Any coupon payments on the Notes should be taxable as ordinary income to a U.S. Holder at the time received or accrued, in accordance with the U.S. Holder’s regular method of accounting for U.S. federal income tax purposes.

***Sale, Exchange or Settlement of the Notes.*** Upon a sale, exchange or settlement of the Notes for cash, a U.S. Holder should recognize gain or loss equal to the difference between the amount realized on the sale, exchange or settlement and the U.S. Holder’s tax basis in the Notes so sold, exchanged or settled. For this purpose, the amount realized does not include any coupon paid at settlement, and may not include sale proceeds attributable to an accrued coupon, which may be treated as a coupon payment. Subject to the discussions below regarding the possible application of Sections 988 and 1256 of the Code under “—*Possible Taxable Events*,” any such gain or loss recognized should be long-term capital gain or loss if the U.S. Holder has held the Notes for more than one year at the time of the sale, exchange or settlement, and should be short-term capital gain or loss otherwise. The ordinary income treatment of the stated interest payments, in conjunction with the capital loss treatment of any loss recognized upon the sale, exchange or settlement of the Notes, could result in adverse tax consequences to holders of the Notes because the deductibility of capital losses is subject to limitations.

A U.S. Holder that, upon settlement of the Notes, receives Underlying Shares and cash in lieu of any fractional share should, subject to the discussion below regarding Section 1256 of the Code, be treated as recognizing capital gain or loss equal to the difference between the amount of cash received in lieu of any fractional share and the pro rata portion of the U.S. Holder’s tax basis in the Notes that is allocable to such fractional share, based on the amount of cash received and the fair market value of the Underlying Shares received, as of the final determination date of the Notes. The U.S. Holder should not recognize any gain or loss with respect to any Underlying Shares received. The U.S. Holder should have a basis in the Underlying Shares equal to the U.S. Holder’s tax basis in the Notes, other than any amount allocated to a fractional share. The holding period for such Underlying Shares should start on the day after receipt.

### ***Possible Taxable Events***

In the event of a change in the methodology by which a Reference Item to which a Note relates is calculated, a change in the components of such a Reference Item, the discontinuance of such a Reference Item, the designation of a successor to such a Reference Item or other similar circumstances resulting in a material change to such a Reference Item, it is possible that a Note could be treated, in whole or in part, as terminated and reissued for U.S. federal income tax purposes. Similar consequences could apply if the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Notes. In the event of a deemed retirement, a U.S. Holder might be required to recognize gain or loss (subject to the possible application of the wash sale rules) with respect to the Note. Moreover, the tax treatment of the Note after the deemed reissuance could be materially adversely affected. U.S. Holders should consult their tax advisers regarding the risk of such an event.

### ***Possible Application of Section 1256 of the Code***

Special rules will apply if a Note constitutes, in whole or in part, a “Section 1256 Contract” under Section 1256 of the Code. Section 1256 Contracts include, among others, “listed options.” Accordingly, if a Note is listed on (or subject to the rules of) an exchange, board of trade or market, it is possible that the Note may be treated, in whole or in part, as a Section 1256 Contract. If Section 1256 of the Code were to apply to a Note, U.S. Holders would be required (i) to mark to market all or a portion of the Note as if it were sold at its fair market value on the last business day of each year it is held, and (ii) to recognize any gain or loss in respect of the portion of the Note that is treated as a Section 1256 Contract as 40% short-term capital gain or loss and 60% long-term capital

## TAXATION

gain or loss. U.S. Holders should consult their tax advisers regarding the potential application of Section 1256 of the Code to the Notes.

### ***Possible Application of Section 988 of the Code***

*General.* The following discussion describes certain special rules applicable to a U.S. Holder of Notes that are single financial contracts with associated coupons and for which the Reference Item includes one or more currencies (other than the U.S. dollar).

*Sale, Exchange or Retirement.* Because the return on the Note is “determined by reference to the value” of one or more foreign currencies, unless otherwise provided in the applicable Issue Terms, the Issuers intend to treat the Note as subject to Section 988 of the Code. In that case, any gain or loss recognized on the Note generally will be ordinary income or loss unless an election under Section 988(a)(1)(B) of the Code to treat such gain or loss as capital gain or loss (the “Section 988 election”) is available and the U.S. Holder makes such election before the close of the day on which the U.S. Holder purchases the Note. While a taxpayer may make a Section 988 election to treat gain or loss on certain forward contracts, futures contracts or option contracts linked to one or more foreign currencies as capital gain or loss, it is unclear whether a Section 988 election is available for the Note. Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether the Section 988 election is available for the Note. U.S. Holders should consult their tax advisers about the potential application of Section 988 of the Code and the Section 988 election to the Note. In addition, a U.S. Holder might be subject to special reporting requirements that apply to foreign currency losses that exceed certain thresholds.

### ***Possible Alternative Tax Treatments of an Investment in the Notes***

Due to the absence of authorities that directly address the proper tax treatment of the Note, no assurance can be given that the IRS will accept, or that a court will uphold, the treatment described above. The IRS could, for instance, seek to treat a Note as a debt instrument. The risk that financial instruments providing for downside protection features would be recharacterized for U.S. federal income tax purposes as debt instruments giving rise to ordinary income and possible accrual of income prior to maturity or disposition of the Note, rather than as single financial contracts with associated coupons, is greater than the risk of recharacterization for comparable financial instruments that do not have such features. If the Note were recharacterized as a debt instrument, the federal income tax consequences to the U.S. Holder would depend on the terms of the Note and could be materially adverse to the U.S. Holder. For a description of the tax treatment of Notes that are treated as debt instruments, see the discussion under “—*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes*” above.

Even if debt treatment does not apply to the Note, other alternative U.S. federal income tax treatments of the Note are possible, which, if applied, could significantly affect the timing and character of the income or loss with respect to the Note. In 2007, the U.S. Treasury Department and the IRS released a notice requesting comments on the U.S. federal income tax treatment of “prepaid forward contracts” and similar instruments. The notice focuses in particular on whether to require holders of these instruments to accrue income over the term of their investment. It also asks for comments on a number of related topics, including the character of income or loss with respect to these instruments; whether short-term instruments should be subject to any such accrual regime; the relevance of factors such as the exchange-traded status of the instruments and the nature of the underlying property to which the instruments are linked; and whether these instruments are or should be subject to the “constructive ownership” rule (as discussed above under “—*Possible Application of Section 1260 of the Code*”). While the notice requests comments on appropriate transition rules and effective dates, any Treasury regulations or other guidance promulgated after consideration of these issues could materially and adversely affect the tax consequences of an investment in the Note, possibly with retroactive effect.

Prospective investors should consult their tax advisers regarding all aspects of the U.S. federal income tax consequences of an investment in the Note, including the possible implications of the IRS notice.

### **Notes Treated as Put Rights and Deposits**

This discussion applies to Notes that pay coupons at a fixed rate and provide for a single payment at maturity or early settlement that is determined by reference to the performance of a relevant Reference Item and that may be substantially lower than but may not exceed the Note’s issue price (other than the coupon). Except as otherwise provided in the applicable Issue Terms, the Issuers intend (in the absence of an administrative determination or

## TAXATION

judicial ruling to the contrary) to treat each Note, under current law, for U.S. federal income tax purposes, as a unit consisting of the following:

- (i) a put right (the “Put Right”) written by the investor to us that, if exercised, requires the investor to pay us an amount equal to the Deposit (as defined below) in exchange for a cash amount based on the performance of the relevant Reference Item (or, if the relevant Reference Item consists of Underlying Shares, in exchange for the Underlying Shares (and cash in lieu of a fractional share) or, at our option, the cash value of such Underlying Shares as determined on the determination date (or, if applicable, the date of acceleration)); and
- (ii) a deposit with us of a fixed amount of cash, equal to the issue price, to secure the investor’s obligation under the Put Right (the “Deposit”) that pays interest based on our cost of borrowing at the time of issuance (the “Yield on the Deposit”).

Assuming the characterization of the Notes as set forth above is respected, a portion of the coupon on the Notes will be treated as Yield on the Deposit and the remainder will be attributable to the premium on the Put Right (the “Put Premium”). The Yield on the Deposit will be determined as of the pricing date and set forth in the applicable Issue Terms.

Unless otherwise indicated in the applicable Issue Terms, the Issuers will allocate 100% of the issue price of the Notes to the Deposit and none to the Put Right. Our allocation of the issue price between the Put Right and the Deposit will be binding on investors in the Notes, unless an investor timely and explicitly discloses to the IRS that its allocation is different from ours. The treatment of the Notes described above and our allocation are not, however, binding on the IRS or a court. No statutory, judicial or administrative authority directly addresses the treatment of the Notes or instruments similar to the Notes for U.S. federal income tax purposes, and no ruling is being requested from the IRS with respect to the Notes. **Significant aspects of the U.S. federal income tax consequences of an investment in the Notes are uncertain, and no assurance can be given that the IRS or a court will agree with the treatment described herein. Accordingly, you should consult your tax adviser regarding the U.S. federal income tax consequences of an investment in the Notes (including alternative treatments of the Notes). Unless otherwise stated, the following discussion is based on the treatment and the allocation described above.**

Taxable gain upon the sale, exchange or retirement of Notes, including any taxable gain attributable to fluctuations in currency exchange rates, and the portion of any coupon payments attributable to the Put Premium will be treated as U.S.-source income. The portion of any coupon payments attributable to the Yield on the Deposit will be treated as non-U.S. source income. U.S. Holders should consult their tax advisers regarding additional U.S. federal income tax consequences of an investment in the Notes, including the rules applicable to foreign tax credits or deductions, in light of their own particular circumstances.

Unless otherwise provided in the applicable Issue Terms, the following U.S. federal income tax consequences should result.

### *Notes with a Term Equal to or Less Than One Year*

The following discussion describes certain U.S. federal income tax consequences of ownership and disposition of a Note with a term that is equal to or less than one year (taking into account the last possible date that the Notes could be outstanding under its terms).

*Coupon Payments on the Notes.* Under the characterization described above under “—General,” only a portion of the coupon payments on the Notes will be attributable to the Yield on the Deposit. The remainder of the coupon payments will represent payments attributable to the Put Premium. The Put Premium will generally not be taxable to a U.S. Holder upon receipt, but instead will be accounted for as described below.

The Deposit will be treated as a “short-term obligation” for U.S. federal income tax purposes. Accordingly, to the extent attributable to the Yield on the Deposit, coupon payments on the Notes will generally be taxable to a U.S. Holder as ordinary interest income, as set forth herein. A U.S. Holder who is a cash-method taxpayer will not be required to include the Yield on the Deposit currently in income for U.S. federal income tax purposes prior to receipt of such amounts unless the holder elects to do so. A U.S. Holder who is a cash-method taxpayer and does not make such election should include the Yield on the Deposit as income upon receipt. An accrual-method U.S. Holder will be required to include the Yield on the Deposit in income as it accrues on a straight-

## TAXATION

line basis, unless the holder makes an election to accrue the Yield on the Deposit according to a constant yield method based on daily compounding.

Additionally, a cash-method U.S. Holder who does not elect to accrue the Yield on the Deposit will be required to defer deductions for certain interest paid on indebtedness incurred to purchase or carry the Notes until the Yield on the Deposit is included in income. The amount of deductions required to be deferred should not exceed the amount of the Yield on the Deposit the U.S Holder would have taken into income under an election to accrue such amounts.

*Tax Basis.* Based on our determination set forth above, the U.S. Holder's tax basis in the Put Right will be zero, and the U.S. Holder's tax basis in the Deposit will be 100% of the issue price, increased by any accrued Yield on the Deposit previously included in income and decreased by the amount of any payment received on the Deposit.

### *Expiration of the Put Right*

*Receipt of Stated Principal Amount in Cash upon Settlement or Early Redemption of the Notes.* If a U.S. Holder receives the stated principal amount of a Note in cash (excluding cash attributable to coupon payments on the Notes, which will generally be taxed as described above under “—Coupon Payments on the Notes”), the Put Right will be deemed to have expired unexercised. In that case, the U.S. Holder will not recognize any gain upon the return of the Deposit, but will recognize the total amount of Put Premium received by the U.S. Holder over the term of the Notes (including Put Premium received at maturity) as short-term capital gain at such time.

### *Exercise of the Put Right*

*Receipt of Cash Based on the Performance of the Reference Item Upon Maturity of the Notes.* If a U.S. Holder receives an amount of cash (excluding cash attributable to coupon payments on the Notes, which will generally be taxed as described above under “—Coupon Payments on the Notes”) that is less than the stated principal amount of the Notes (such difference, the “Deficit”), the Put Right will be deemed to have been exercised and the U.S. Holder will be deemed to pay the Deficit to us upon settlement of the Put Right. In that case, the U.S. Holder will recognize short-term capital gain or loss with respect to the Put Right in an amount equal to the difference between (i) the total Put Premium received by the holder over the term of the Notes (including Put Premium received at maturity) and (ii) the Deficit.

*Receipt of Underlying Shares Upon Maturity of the Notes.* If a U.S. Holder receives Underlying Shares (and cash in lieu of a fractional share), the Put Right will be deemed to have been exercised. In that case, the U.S. Holder will generally not recognize any gain in respect of the Deposit. In addition, the U.S. Holder will not recognize any income or gain in respect of the total Put Premium received (including Put Premium received at maturity) and will not recognize any gain or loss with respect to any Underlying Shares received. The U.S. Holder will have an aggregate tax basis in the Underlying Shares received (including a fractional share) equal to the Deposit less the total Put Premium received over the term of the Notes. A U.S. Holder's holding period for any Underlying Shares received will start on the day after receipt. With respect to any cash received in lieu of a fractional share, a U.S. Holder will recognize short-term capital gain or loss in an amount equal to the difference between the amount of cash received in lieu of the fractional share and the pro rata portion of the U.S. Holder's aggregate adjusted tax basis in Underlying Shares that is allocable to the fractional share.

*Sale or Exchange of the Notes Prior to Maturity.* Upon the sale or exchange of the Notes, a U.S. Holder will generally recognize gain or loss with respect to the Deposit and the Put Right. For the purpose of determining such gain or loss, a U.S. Holder should apportion the amount realized on the sale or exchange of the Notes between the Deposit and the Put Right based on their respective values on the date of such sale or exchange. The amount of gain or loss on the Deposit will equal the amount realized that is attributable to the Deposit, less the U.S. Holder's adjusted tax basis in the Deposit. Such gain will be treated as ordinary interest income to the extent of the amount of any accrued but unpaid Yield on the Deposit not previously included in income, and any remaining gain will be treated as short-term capital gain. Loss on the Deposit will be treated as short-term capital loss. The amount realized that is attributable to the Put Right, together with the total Put Premium received over the term of the Notes, will be treated as short-term capital gain.

If the value of the Deposit on the date of the sale or exchange exceeds the amount realized, the U.S. Holder will be treated as having (i) sold or exchanged the Deposit for an amount equal to its value on that date and (ii) made a payment (the “Put Right Assumption Payment”) to the purchaser of the Notes equal to the amount of the excess, in exchange for the purchaser's assumption of the U.S. Holder's rights and obligations under the Put

## TAXATION

Right. In that case, the U.S. Holder will recognize gain or loss in respect of the Put Right, as set forth in the previous paragraph, in an amount equal to the total Put Premium received over the term of the Notes, less the amount of the Put Right Assumption Payment deemed to be made by the U.S. Holder.

*Stop Loss Event.* Although the tax consequences of a Stop Loss Event are uncertain, the Issuers intend to treat a Stop Loss Event as (i) the repayment by us of the Deposit for a price equal to the Deposit plus the present value of the portion of the remaining scheduled payments on the Notes (from and including the date of acceleration) that is attributable to the Yield on the Deposit, (ii) the payment by us of the remaining Put Premium equal to the present value of the portion of the remaining scheduled payments on the Notes (from and including the date of acceleration) that is attributable to the Put Premium, and (iii) the exercise of the Put Right, followed by settlement through the delivery by the U.S. Holder to us of the Deposit in exchange for underlying shares, or, if the Issuer so elects, the cash value of the underlying shares. We will also pay cash representing unpaid coupon payments on the Notes that accrued up to but excluding the date of acceleration.

Any cash received with respect to accrued coupon payments on the Notes will be taxed as described above under “—*Coupon Payments on the Notes*.”

Assuming the characterization of the Stop Loss Event described above is respected, any amount received attributable to the unaccrued Put Premium should be treated as Put Premium received under the Put Right. A U.S. Holder will, with respect to the amount paid by us to repay the Deposit, generally recognize short-term capital gain equal to the difference between such amount and the U.S. Holder’s adjusted tax basis in the Deposit and ordinary income to the extent of the accrued Yield on the Deposit. In the case of an initial investor, such difference would equal the present value of the portion of the remaining scheduled payments on the Notes attributable to the unaccrued Yield on the Deposit. In general, other than gain recognized on the Deposit as described in the previous sentences, the tax treatment of our exercise of the Put Right upon a Stop Loss Event would be the same as described above under “—*Exercise of the Put Right—Receipt of Cash Equal to the Value of the Reference Item Upon Maturity of the Notes*” or “—*Exercise of the Put Right—Receipt of Underlying Shares Upon Maturity of the Notes*,” as the case may be.

### ***Notes with a Term of More Than One Year***

The following discussion describes certain U.S. federal income tax consequences of ownership and disposition of a Note with a term of more than one year (taking into account the last possible date that the Notes could be outstanding under its terms).

*Coupon Payments on the Notes.* Under the characterization described above under “—*General*,” only a portion of the coupon payments on the Notes will be attributable to the Yield on the Deposit. The remainder of the coupon payments will represent payments attributable to the Put Premium. The Put Premium will generally not be taxable to a U.S. Holder upon receipt, but instead will be accounted for as described below.

To the extent attributable to the Yield on the Deposit, coupon payments on the Notes will generally be taxable to a U.S. Holder as ordinary interest income at the time accrued or received, in accordance with the U.S. Holder’s regular method of accounting for U.S. federal income tax purposes.

*Tax Basis.* Based on our determination set forth above, the U.S. Holder’s tax basis in the Put Right will be zero, and the U.S. Holder’s initial tax basis in the Deposit will be 100% of the issue price.

### ***Expiration of the Put Right***

*Receipt of Stated Principal Amount in Cash upon Settlement or Early Redemption of the Notes.* If a U.S. Holder receives the stated principal amount of the Notes in cash (excluding cash attributable to coupon payments on the Notes, which would be taxed as described above under “—*Coupon Payments on the Notes*”), the Put Right will be deemed to have expired unexercised. In that case, the U.S. Holder will generally not recognize any gain upon the return of the Deposit, but will recognize the total amount of Put Premium received by the U.S. Holder over the term of the Notes (including Put Premium received at maturity) as short-term capital gain at such time.

### ***Exercise of the Put Right***

*Receipt of Cash Equal to the Value of Reference Item Upon Maturity of the Notes.* If a U.S. Holder receives an amount of cash (excluding cash attributable to coupon payments on the Notes, which would be taxed as

## TAXATION

described above under “—*Coupon Payments on the Notes*”) that is less than the stated principal amount of the Notes (such difference, the “Deficit”), the Put Right will be deemed to have been exercised and the U.S. Holder will be deemed to pay the Deficit to us upon settlement of the Put Right. In that case, the U.S. Holder will not recognize any gain in respect of the Deposit, but will recognize short-term capital gain or loss in an amount equal to the difference between (i) the total Put Premium received by the holder over the term of the Notes (including Put Premium received at maturity) and (ii) the Deficit.

*Receipt of Underlying Shares Upon Maturity of the Notes.* If a U.S. Holder receives Underlying Shares (and cash in lieu of a fractional share), the Put Right will be deemed to have been exercised. In that case, the U.S. Holder will not recognize any gain in respect of the Deposit. In addition, the U.S. Holder will not recognize any income or gain in respect of the total Put Premium received (including Put Premium received at maturity) and will not recognize any gain or loss with respect to any Underlying Shares received. The U.S. Holder will have an aggregate tax basis in the Underlying Shares received (including a fractional share) equal to the Deposit less the total Put Premium received over the term of the Notes. A U.S. Holder’s holding period for any Underlying Shares received will start on the day after receipt. With respect to any cash received in lieu of a fractional share, a U.S. Holder will recognize short-term capital gain or loss in an amount equal to the difference between the amount of cash received in lieu of the fractional share and the pro rata portion of the U.S. Holder’s aggregate adjusted tax basis in underlying shares that is allocable to the fractional share.

*Sale or Exchange of the Notes Prior to Maturity.* Upon the sale or exchange of the Notes, a U.S. Holder will generally recognize long-term capital gain or loss with respect to the Deposit if the U.S. Holder has held the Notes for more than one year at the time of such sale or exchange and short-term capital gain or loss otherwise. The U.S. Holder will also generally recognize short-term capital gain or loss with respect to the Put Right. For the purpose of determining gain or loss, a U.S. Holder should apportion the amount realized on the sale or exchange of the Notes (excluding any amount attributable to accrued but unpaid Yield on the Deposit, which would be taxed as described above under “—*Coupon Payments on the Notes*”) between the Deposit and the Put Right based on their respective values on the date of such sale or exchange. The amount of capital gain or loss on the Deposit will equal the amount realized that is attributable to the Deposit, less the U.S. Holder’s adjusted tax basis in the Deposit. The amount realized that is attributable to the Put Right, together with the total Put Premium received by the U.S. Holder over the term of the Notes, will be treated as short-term capital gain.

If the value of the Deposit on the date of the sale or exchange exceeds the total amount realized, the U.S. Holder will be treated as having (i) sold or exchanged the Deposit for an amount equal to its value on that date and (ii) made a payment (the “Put Right Assumption Payment”) to the purchaser of the Notes equal to the amount of such excess, in exchange for the purchaser’s assumption of the U.S. Holder’s rights and obligations under the Put Right. In that case, the U.S. Holder will recognize short-term capital gain or loss in respect of the Put Right in an amount equal to the total Put Premium received by the U.S. Holder over the term of the Notes, less the amount of the Put Right Assumption Payment deemed to be made by the U.S. Holder.

*Stop-Loss Event.* Although the tax consequences of a Stop Loss Event are uncertain, the Issuers intend to treat a Stop Loss Event as (i) the repayment by us of the Deposit for a price equal to the Deposit plus the present value of the portion of the remaining scheduled payments on the Notes (from and including the date of acceleration) that is attributable to the Yield on the Deposit, (ii) the payment by us of the remaining Put Premium equal to the present value of the portion of the remaining scheduled payments on the Notes (from and including the date of acceleration) that is attributable to the Put Premium, and (iii) the exercise of the Put Right, followed by settlement through the delivery by the U.S. Holder to us of the Deposit in exchange for Underlying Shares, or, if the relevant Issuer so elects, the cash value of the Underlying Shares. We will also pay cash representing unpaid coupon payments on the Notes that accrued up to but excluding the date of acceleration.

Any cash received with respect to accrued coupon payments on the Notes will be taxed as described above under “—*Coupon Payments on the Notes*. ”

Assuming the characterization of the Stop Loss Event described above is respected, any amount received attributable to the unaccrued Put Premium will be treated as Put Premium received under the Put Right. A U.S. Holder would, with respect to the amount paid by us to repay the Deposit, generally recognize capital gain or loss equal to the difference between such amount and the U.S. Holder’s adjusted tax basis in the Deposit. In the case of an initial investor, such difference would equal the present value of the portion of the remaining scheduled payments on the Notes attributable to the unaccrued Yield on the Deposit. In general, other than gain recognized on the Deposit as described in the previous sentences, the tax treatment of our exercise of the Put Right upon a Stop Loss Event would be the same as described above under “—*Exercise of the Put Right*—

## TAXATION

*Receipt of Cash Equal to the Value of the Reference Item Upon Maturity of the Notes*” or “—*Exercise of the Put Right—Receipt of Underlying Shares Upon Maturity of the Notes*,” as the case may be.

### ***Other Tax Considerations Pertaining to Notes***

The following discussion describes certain U.S. federal income tax consequences of the ownership and disposition of a Note, regardless of the length of the term of the Note.

#### *Possible Taxable Events*

In the event of a change in the methodology by which a Reference Item to which a Note relates is calculated, a change in the components of such a Reference Item, the discontinuance of such a Reference Item, the designation of a successor to such a Reference Item or other similar circumstances resulting in a material change to such a Reference Item, it is possible that a Note could be treated, in whole or in part, as terminated and reissued for U.S. federal income tax purposes. Similar consequences could apply if the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Notes. In the event of a deemed retirement, a U.S. Holder might be required to recognize gain or loss (subject to the possible application of the wash sale rules) with respect to the Note. Moreover, the tax treatment of the Note after the deemed reissuance could be materially adversely affected. U.S. Holders should consult their tax advisers regarding the risk of such an event.

#### *Possible Application of Section 988 of the Code*

*General.* The following discussion describes certain special rules applicable to a U.S. Holder of Notes that are treated as a Put Right plus a Deposit and for which the Reference Item includes one or more currencies (other than the U.S. dollar).

*Sale, Exchange or Retirement.* Because the return on the Note is “determined by reference to the value” of one or more foreign currencies, unless otherwise provided in the applicable Issue Terms, the Issuers intend to treat the Note as subject to Section 988 of the Code. In that case, any gain or loss recognized on the Note generally will be ordinary income or loss unless an election under Section 988(a)(1)(B) of the Code to treat such gain or loss as capital gain or loss (the “Section 988 election”) is available and the U.S. Holder makes such election before the close of the day on which the U.S. Holder purchases the Note. While a taxpayer may make a Section 988 election to treat gain or loss on certain forward contracts, futures contracts or option contracts linked to one or more foreign currencies as capital gain or loss, it is unclear whether a Section 988 election is available for the Note. In addition, any such election, if available, would not apply to the Deposit portion of the Note. Unless otherwise provided in the applicable Issue Terms, due to the lack of governing authority, our counsel expects to be unable to opine as to whether the Section 988 election is available for the Note. U.S. Holders should consult their tax advisers about the potential application of Section 988 of the Code and the Section 988 election to the Note. In addition, a U.S. Holder might be subject to special reporting requirements that apply to foreign currency losses that exceed certain thresholds.

#### *Possible Alternative Tax Treatments of an Investment in the Notes*

Due to the absence of authorities that directly address the proper tax treatment of the Note, no assurance can be given that the IRS will accept, or that a court will uphold, the treatment described above. The IRS could, for instance, seek to treat the entire Note as a debt instrument. The risk that financial instruments providing for downside protection features would be recharacterized for U.S. federal income tax purposes as debt instruments giving rise to ordinary income and possible accrual of income prior to maturity or disposition of the Note, rather than as a Put Right plus a Deposit, is greater than the risk of recharacterization for comparable financial instruments that do not have such features. If the entire Note were recharacterized as a debt instrument, the federal income tax consequences to the U.S. Holder would depend on the terms of the Note and could be materially adverse to the U.S. Holder. For a description of the tax treatment of Notes that are treated as debt instruments, see the discussion under “—*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes*” above.

Even if debt treatment does not apply to the entire Note, other alternative U.S. federal income tax treatments of the Note are possible, which, if applied, could significantly affect the timing and character of the income or loss with respect to the Note. In 2007, the U.S. Treasury Department and the IRS released a notice requesting comments on the U.S. federal income tax treatment of “prepaid forward contracts” and similar instruments. The notice focuses in particular on whether to require holders of these instruments to accrue income over the term of

## TAXATION

their investment. It also asks for comments on a number of related topics, including the character of income or loss with respect to these instruments; whether short-term instruments should be subject to any such accrual regime; the relevance of factors such as the exchange-traded status of the instruments and the nature of the underlying property to which the instruments are linked; and whether these instruments are or should be subject to the “constructive ownership” rule (as discussed above under “—*Possible Application of Section 1260 of the Code*”). While the notice requests comments on appropriate transition rules and effective dates, any Treasury regulations or other guidance promulgated after consideration of these issues could materially and adversely affect the tax consequences of an investment in the Note, possibly with retroactive effect.

Prospective investors should consult their tax advisers regarding all aspects of the U.S. federal income tax consequences of an investment in the Note, including the possible implications of the IRS notice.

### **General Considerations**

#### *Payments in a Currency Other Than U.S. Dollars*

*General.* Subject to the discussion above under “—*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes—Foreign Currency Notes*,” the following discussion describes certain special rules applicable to a U.S. Holder of Notes if the holder acquires a Note with a currency other than the U.S. dollar or receives a payment on a Note or proceeds of a sale of a Note in a currency other than the U.S. dollar.

*Payments in a Currency Other Than U.S. Dollars.* Subject to the discussions below under “—*Payments of Contingent Coupons to Accrual Method Taxpayers*“ and “—*Payments of Coupons on Deposit Portion of Notes Treated as Put Rights Plus a Deposit*,” a U.S. Holder who receives a payment in a foreign currency with respect to a Note generally should determine the amount received based on the U.S. dollar value of the foreign currency payment regardless of whether the payment is in fact converted to U.S. dollars at that time, and this U.S. dollar value will be the U.S. Holder’s tax basis in the foreign currency. Any gain or loss realized by a U.S. Holder on a subsequent sale or other disposition of the foreign currency received will be ordinary income or loss.

*Payments of Contingent Coupons to Accrual Method Taxpayers.* While there are no clear authorities to address how a U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes should account for contingent coupons paid in a foreign currency with respect to a Note, we believe that it is reasonable for such a holder to determine the U.S. dollar value of the amount of the coupon payment that has accrued and is otherwise required to be taken into account with respect to a Note during an accrual period by translating the coupon at an average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year.

In addition to the coupons accrued as described above, the U.S. Holder will recognize foreign currency gain or loss as ordinary income or loss (which will not be treated as interest income or expense) with respect to accrued coupon payments on the date the coupon payment or proceeds from the sale, exchange or other disposition (including retirement) attributable to an accrued coupon are actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. dollar value of the foreign currency payment received (determined based on a spot rate on the date the payment is received) in respect of the accrual period (or, where a holder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of the coupon payment that has accrued during the accrual period (as determined above).

*Payments of Coupons on Deposit Portion of Notes Treated as Put Rights Plus a Deposit.* A coupon that is paid to a U.S. Holder in a foreign currency with respect to the Deposit portion of a Note that is treated as a Put Right plus a Deposit will be treated as an interest payment described under “—*Notes Treated as Indebtedness for U.S. Federal Income Tax Purposes—Foreign Currency Notes*. ”

#### *Backup Withholding and Information Reporting*

Backup withholding may apply in respect of payments on the Notes and the payment of proceeds from a sale or other disposition of the Notes, unless a U.S. Holder provides proof of an applicable exemption or a correct taxpayer identification number and otherwise complies with applicable requirements of the backup withholding rules. The amounts withheld under the backup withholding rules are not an additional tax and may be refunded or credited against the U.S. Holder’s U.S. federal income tax liability, provided that the required information is timely furnished to the IRS. In addition, information returns may be filed with the IRS in connection with payments on the Notes and the payment of proceeds from a sale or other disposition of the Notes unless the U.S. Holder provides proof of an applicable exemption from the information reporting rules.

## TAXATION

### *Disclosure Requirements*

Applicable Treasury regulations require taxpayers that participate in certain “reportable transactions” to disclose their participation to the IRS by attaching Form 8886 to their tax returns and to retain a copy of all documents and records related to the transaction. In addition, organizers and sellers of such transactions are required to maintain records, including lists identifying investors in the transaction, and must furnish those records to the IRS upon demand. A transaction may be a “reportable transaction” based on any of several criteria. Whether an investment in a Note constitutes a “reportable transaction” for any holder depends on the holder’s particular circumstances. Holders should consult their tax advisers concerning any possible disclosure obligation that they may have with respect to their investment in the Notes and should be aware that the relevant Issuer (or other participants in the transaction) may determine that the disclosure or investor list maintenance requirement applies to the transaction and comply accordingly with these requirements.

Individual U.S. Holders (and certain entities) that own “specified foreign financial assets,” including financial instruments issued by non-U.S. issuers, or non-U.S. financial accounts through which they may be held, may be required to file an information report with respect to such assets with their tax returns. You should consult your tax adviser regarding the application of these rules to your ownership of the Notes.

### **TAX CONSEQUENCES TO NON-U.S. HOLDERS**

This section applies to you only if you are a Non-U.S. Holder. As used herein, the term “Non-U.S. Holder” means a beneficial owner of a security that is for U.S. federal income tax purposes:

- an individual who is classified as a nonresident alien;
- a foreign corporation; or
- a foreign estate or trust.

The term “Non-U.S. Holder” does not include any of the following holders:

- a holder who is an individual present in the United States for 183 days or more in the taxable year of disposition and who is not otherwise a resident of the United States for U.S. federal income tax purposes;
- certain former citizens or residents of the United States;
- a holder for whom income or gain in respect of the securities is effectively connected with the conduct of a trade or business in the United States; or
- a holder who holds or invests in a Note through a U.S. financial institution or intermediary, or through a financial institution or intermediary that is related to a U.S. financial institution or intermediary.

Such holders should consult their tax advisers regarding the U.S. federal income tax consequences of an investment in the securities. In addition, non-U.S. Holders that hold Notes through U.S. or certain U.S.-related intermediaries should consult their tax advisers regarding any certification requirements that may need to be complied with to avoid U.S. backup withholding.

### **General**

Subject to the discussions below under “—*Possible Application of Section 871(m) of the Code*” and “—*FATCA*,” and the discussion above concerning Section 897, the Issuers expect to treat payments on the Notes, and any gain realized on a disposition of a Note (including at maturity or early settlement), as exempt from U.S. federal income tax (including withholding tax).

### **Possible Application of Section 871(m) of the Code**

Section 871(m) of the Code and Treasury regulations promulgated thereunder (“**Section 871(m)**”) impose a withholding tax of 30 per cent. (or lower treaty rate applicable to dividends) on certain “dividend equivalents” paid or deemed paid to Non-U.S. Holders with respect to certain financial instruments linked to U.S. equities or indices that include U.S. equities. Subject to the discussion below concerning Notes issued before January 1,

## TAXATION

2023, a Note linked to U.S. equities or indices that include U.S. equities (a "U.S. equity linked Note") will generally be subject to the Section 871(m) withholding regime if at issuance it (i) has a "delta" of 0.80 or higher with respect to the underlying U.S. equity or (ii) substantially replicates the economic performance of the underlying U.S. equity, as determined by a "substantial equivalence" test that, among other factors, takes into account the initial number of shares of the underlying U.S. equity needed to hedge the transaction fully. The tests described above are set forth in the regulations, and the applicable test will depend on the terms of the relevant U.S. equity linked Note. Under these rules, withholding may apply even where the relevant U.S. equity linked Note does not provide for any payment that is explicitly linked to a dividend. The regulations provide for certain exceptions to the withholding requirements, in particular for instruments linked to certain broad-based indices (a "qualified index") that meet standards set forth in the regulations, as well as certain securities that track a qualified index.

Pursuant to an IRS notice, Section 871(m) will not apply to Notes issued before January 1, 2023 that do not have a "delta" of one with respect to any U.S. equity. If the terms of a U.S. equity linked Note are significantly modified (including in the event the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Note) and if such modification or substitution results in a deemed exchange of the Note for U.S. federal income tax purposes, the U.S. equity linked Note will generally be treated as reissued at the time of the significant modification. Under proposed Treasury regulations (which taxpayers can rely on prior to their finalization if the taxpayers apply them consistently), certain "benchmark" rate replacements would not give rise to deemed exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the proposed regulations are met.

The calculations of "delta" are generally made at the "calculation date," which is the earlier of (i) the time of pricing of the Note, i.e., when all material terms have been agreed on, and (ii) the issuance of the Note. However, if the time of pricing is more than 14 calendar days before the issuance of the Note, the calculation date is the date of the issuance of the Note. In those circumstances, information regarding the Issuer's final determinations for purposes of Section 871(m) may be available only after the issuance of the Note. As a result, a Non-U.S. Holder should acquire such a Note only if it is willing to accept the risk that the Note is treated as subject to withholding.

The amount of a "dividend equivalent" is equal to, for a "simple" contract, the product of (a) the per-share dividend amount, (b) the number of shares of the underlying U.S. equity referenced in the U.S. equity linked Note and (c) the delta, and, for a "complex" contract, the product of (a) the per-share dividend amount and (b) the initial hedge.

The dividend equivalent amount will be determined on the earlier of (a) the record date of the dividend and (b) the day prior to the ex-dividend date. The dividend equivalent amount will include the amount of any actual or, under certain circumstances, estimated dividend. If a Note is subject to withholding in respect of dividend equivalents, withholding will, depending on the applicable withholding agents' circumstances, generally be required either (i) on the underlying dividend payment date or (ii) when cash payments are made on the relevant U.S. equity linked Note or upon the date of maturity, lapse or other disposition thereof by the Non-U.S. Holder.

**The relevant Issuer will determine whether a U.S. equity linked Note is subject to withholding under Section 871(m). If the Issuer has determined, as specified in the applicable Issue Terms, that a U.S. equity linked Note should be subject to withholding under Section 871(m), the relevant Issuer will be deemed to instruct its agents and withholding agents that withholding is required, unless such agent or withholding agent knows or has reason to know otherwise. If withholding is required, the relevant Issuer will not be required to pay any additional amounts with respect to the amounts so withheld.**

The relevant Issuer's determination is not binding on the IRS, and the IRS may disagree with this determination. Section 871(m) is complex and its application may depend on the Non-U.S. Holder's particular circumstances. For example, the application of Section 871(m) may be affected if a Non-U.S. Holder enters into another transaction in connection with the acquisition of a U.S. equity linked Note. Accordingly, Non-U.S. Holders should consult their tax advisers regarding the potential application of Section 871(m) to the Notes in their particular circumstances.

## FATCA

Legislation commonly referred to as "FATCA" generally imposes a withholding tax of 30% on payments to certain non-U.S. entities (including financial intermediaries) with respect to certain financial instruments, unless

## TAXATION

various U.S. information reporting and due diligence requirements have been satisfied. An intergovernmental agreement between the United States and the non-U.S. entity's jurisdiction may modify these requirements. FATCA generally applies to certain financial instruments that are treated as paying U.S.-source interest or dividends or other U.S.-source "fixed or determinable annual or periodical" income ("**FDAP Income**"). Withholding (if applicable) applies to any payment of amounts treated as U.S.-source interest or dividend equivalents (as discussed above under "*Dividend Equivalent Amounts*") on the Notes. The FATCA legislation imposes withholding also on any payment of gross proceeds of the disposition (including upon retirement) of Notes treated as providing for U.S.-source interest or dividends. However, under recently proposed regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization) no withholding will apply to payments of gross proceeds (other than amounts treated as FDAP Income). Although, under current law, withholding under FATCA does not apply to payments of non-U.S. source income, such withholding could apply in the future with respect to certain payments attributable to U.S.-source income ("foreign passthru payments"). Notes that pay only foreign passthru payments that are not treated as equity for U.S. federal income tax purposes and have a stated expiration date are generally grandfathered from FATCA withholding if issued prior to the date that is six months after final Treasury regulations that define the term "foreign passthru payments" are published. However, such Notes may become subject to FATCA withholding if they are significantly modified after the grandfathering date (including in the event the relevant Issuer is replaced and substituted by another entity as the principal debtor under the Note) if such modification or substitution results in a deemed exchange of the Notes for U.S. federal income tax purposes. Under proposed Treasury regulations (which taxpayers can rely on prior to their finalization if the taxpayers apply them consistently), certain "benchmark" rate replacements would not give rise to deemed exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the proposed regulations are met. If withholding under current or future law applies to the Notes, the relevant Issuer will not be required to pay any additional amounts with respect to amounts withheld under FATCA. Non-U.S. Holders should consult their tax advisers regarding the potential application of FATCA to the Notes

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

### SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Dealer(s) have, in a programme agreement (as further modified and/or supplemented and/or restated from time to time, the "**Programme Agreement**") dated 9 February 2021 agreed with the Issuer and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, the Issuer (and, failing which, the Guarantor) have agreed to reimburse the Dealer(s) for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealer(s) against certain liabilities incurred by them in connection therewith.

The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

In order to facilitate the offering of any Tranche of the Notes, certain persons participating in the offering of the Tranche may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Notes during and after the offering of the Tranche. Specifically such persons may over-allot or create a short position in the Notes for their own account by selling more Notes than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Notes in the open market. In addition, such persons may stabilise or maintain the price of the Notes by bidding for or purchasing Notes in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Notes at a level above that which might otherwise prevail for a limited period after the Issue Date. The imposition of a penalty bid may also affect the price of the Notes to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilisation or other transactions. Such transactions, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Under UK laws and regulations stabilisation activities may only be carried on by the Stabilisation Manager named in the Issue Terms (or persons acting on its behalf) and may only continue for a limited period following the Issue Date (or, if the ending day would be earlier, 60 days after the date of allotment) of the relevant Tranche of Notes.

#### Conflicts of Interest

BBVA Securities Inc. is an affiliate of BBVA Global Securities B.V. and the Guarantor and, as such, will have a "conflict of interest" in any offering of 3(a)(2) Notes in which it participates, as either principal or agent, within the meaning of Rule 5121 of the Financial Industry Regulatory Authority ("**FINRA**") (or any successor rule thereto) ("**Rule 5121**"). Consequently, any such offering will be conducted in compliance with the provisions of Rule 5121. BBVA Securities Inc. is not permitted to sell Notes in any such offering to an account over which it exercises discretionary authority without the prior specific written approval of the account holder.

#### Transfer Restrictions

*As a result of the following restrictions, purchasers of Notes issued by BBVA Global Markets B.V. in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.<sup>84</sup>*

Each person purchasing an interest in a Registered Global Note will be deemed to have acknowledged, represented and agreed, as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that (i) it is a QIB who is also a QP, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs who are also QPs and it is aware that any sale to it is being made in reliance on Rule 144A, or (ii) it is outside the United States and is not a U.S. person;
- (b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

<sup>84</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

- (c) that, unless it holds an interest in a Regulation S Global Note and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB who is also a QP purchasing for its own account or for the account of a QIB who is also a QP in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;
- (d) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) that Notes initially offered in the United States to QIBs who are also QPs will be represented by one or more Rule 144A Global Notes, that Notes offered to Institutional Accredited Investors who are also QPs will be in the form of Definitive IAI Registered Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (f) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED AS AN "INVESTMENT COMPANY" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS REGISTERED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND UNDER CIRCUMSTANCES WHICH DO NOT REQUIRE THE ISSUER TO REGISTER UNDER THE 1940 ACT.

BY PURCHASING THE NOTES REPRESENTED HEREBY, EACH HOLDER OF ANY BENEFICIAL INTEREST HEREIN WILL BE DEEMED TO HAVE REPRESENTED FOR THE BENEFIT OF THE ISSUER AND FOR ANY AGENT OR SELLER WITH RESPECT TO THE NOTES THAT IT (I)(A) IS AN "ELIGIBLE INVESTOR" (AS DEFINED BELOW), (B) WILL HOLD AT LEAST THE MINIMUM DENOMINATION OF U.S.\$250,000, (C) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFeree, INCLUDING DELIVERING TO EACH TRANSFeree A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND, (D) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE PRECEDING REQUIREMENTS AND (E) AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST HEREIN TO ANY PERSON EXCEPT TO A PERSON THAT MEETS ALL OF THE PRECEDING REQUIREMENTS AND AGREES NOT TO SUBSEQUENTLY TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST HEREIN EXCEPT IN ACCORDANCE WITH THIS CLAUSE (E) OR (II) IS NOT A U.S. PERSON AND IS ACQUIRING THE NOTES PURSUANT TO RULE 903 OR 904 OF REGULATION S. IN THE EVENT OF ANY TRANSFER PURSUANT TO THE PRECEDING CLAUSE (II), (1) THE TRANSFeree WILL BE REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY AN INTEREST IN THE REGULATION S GLOBAL NOTE (AS DEFINED IN THE BASE PROSPECTUS); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE TRANSFER AGENT), AND (3) THE TRANSFeree WILL BE REQUIRED TO CERTIFY AS TO ITS STATUS AS A NON-U.S. PERSON. ANY RESALE OR OTHER TRANSFER OF THIS NOTE MADE OTHER THAN IN COMPLIANCE WITH THE FOREGOING RESTRICTIONS SHALL NOT BE RECOGNISED BY THE ISSUER, THE REGISTRAR OR ANY OTHER AGENT OF THE ISSUER.

"**ELIGIBLE INVESTORS**" ARE DEFINED FOR THE PURPOSES HEREOF AS PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("QIBS") THAT ARE ALSO "QUALIFIED PURCHASES" AS DEFINED IN SECTION 2(A)(51)(A) OF THE 1940 ACT ("QPS"), ACTING FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

QIBS WHO ARE ALSO QPS, OR PERSONS WHO ARE INSTITUTIONAL ACCREDITED INVESTORS AND QPS, BUT EXCLUDING THEREFROM: (I) QIBS THAT ARE BROKER DEALERS THAT OWN AND INVEST ON A DISCRETIONARY BASIS LESS THAN U.S.\$25 MILLION IN "SECURITIES" AS SUCH TERM IS DEFINED UNDER RULE 144A, (II) A PARTNERSHIP, COMMON TRUST FUND, SPECIAL TRUST, PENSION FUND, RETIREMENT PLAN OR OTHER ENTITY IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE OR THE ALLOCATION THEREOF, (III) AN ENTITY THAT WAS FORMED, REFORMED OR RECAPITALISED FOR THE SPECIFIC PURPOSE OF INVESTING IN THE NOTES, (IV) ANY INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT SOLELY PURSUANT TO SECTION 3(C)(1) OR SECTION 3(C)(7) THEREOF AND FORMED PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF ITS BENEFICIAL OWNERS WITH RESPECT TO THE TREATMENT OF SUCH ENTITY AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(A)(51)(C) OF THE 1940 ACT AND RULES AND REGULATIONS THEREUNDER AND (V) ANY ENTITY THAT WILL HAVE INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN SECURITIES OF THE ISSUER SUBSEQUENT TO ANY PURCHASE OF THE NOTES.

THE PURCHASER ACKNOWLEDGES THAT THE ISSUER OR ANY DEALER RESERVE THE RIGHT PRIOR TO ANY SALE OR OTHER TRANSFER TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS AND OTHER INFORMATION AS THE ISSUER OR ANY DEALER MAY REASONABLY REQUIRE TO CONFIRM THAT THE PROPOSED SALE OR OTHER TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS. EACH HOLDER OF A BENEFICIAL INTEREST IN THIS GLOBAL NOTE ACKNOWLEDGES THAT IN THE EVENT THAT AT ANY TIME THE ISSUER DETERMINES OR IS NOTIFIED BY THE DEALER(S) THAT SUCH PURCHASER WAS IN BREACH, AT THE TIME GIVEN OR DEEMED TO BE GIVEN, OF ANY OF THE REPRESENTATIONS OR AGREEMENTS SET FORTH IN THIS LEGEND OR OTHERWISE DETERMINES THAT ANY TRANSFER OR OTHER DISPOSITION OF ANY NOTES WOULD, IN THE SOLE DETERMINATION OF THE ISSUER, REQUIRE THE ISSUER TO REGISTER AS AN "INVESTMENT COMPANY" UNDER THE PROVISIONS OF THE 1940 ACT, SUCH PURCHASE OR OTHER TRANSFER WILL BE VOID AB INITIO AND WILL NOT BE HONORED BY THE REGISTRAR. ACCORDINGLY, ANY SUCH PURPORTED TRANSFeree OR OTHER HOLDER WILL NOT BE ENTITLED TO ANY RIGHTS AS A NOTEHOLDER AND THE ISSUER SHALL HAVE THE RIGHT, IN ACCORDANCE WITH THE CONDITIONS OF THE NOTES, TO FORCE THE TRANSFER OF OR REDEMPTION OF ANY SUCH NOTES.

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. TERMS WHICH ARE USED IN THIS LEGEND WHICH ARE DEFINED IN RULE 144A HAVE THE MEANINGS GIVEN TO THEM UNDER SUCH RULE.

THE NOTES REPRESENTED BY THIS NOTE MAY NOT BE PURCHASED OR HELD BY (A) ANY EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), (B) ANY PLAN SUBJECT TO SECTION 4975 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 (WITHIN THE MEANING OF THE U.S. DEPARTMENT OF LABOR REGULATIONS SECTION 2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA).

THE NOTES AND THE GUARANTEE THEREOF AND ANY ENTITLEMENT(S) DO NOT CONSTITUTE, AND HAVE NOT BEEN MARKETED AS, CONTRACTS OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED (THE "CEA"), AND TRADING IN THE SECURITIES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA. THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH NOTES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

- (g) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Notes), it will do so only (i) (A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB who is also a QP in compliance with Rule 144A and (ii) in accordance with all applicable U.S. state securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND THE ISSUER HAS NOT BEEN AND WILL NOT BE REGISTERED AS AN "INVESTMENT COMPANY" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "1940 ACT"). NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS REGISTERED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND UNDER CIRCUMSTANCES WHICH DO NOT REQUIRE THE ISSUER TO REGISTER UNDER THE 1940 ACT.

EACH HOLDER OF A BENEFICIAL INTEREST HEREIN SHALL BE DEEMED TO AGREE FOR THE BENEFIT OF THE ISSUER THAT, IF IT SHOULD DECIDE TO DISPOSE OF THE NOTES REPRESENTED BY THIS REGULATION S GLOBAL NOTE PRIOR TO THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION, BENEFICIAL INTERESTS IN THIS REGULATION S GLOBAL NOTE MAY BE OFFERED, RESOLD OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE ISSUER TO REGISTER AS AN "INVESTMENT COMPANY" UNDER THE 1940 ACT. ACCORDINGLY, ANY TRANSFERS OF THE NOTES PRIOR TO THE TERMINATION OF THE DISTRIBUTION COMPLIANCE PERIOD MAY ONLY BE MADE: (A) TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (B) TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON IN A TRANSACTION PURSUANT TO RULE 144A OR REGULATION D UNDER THE SECURITIES ACT TO PERSONS WHO QUALIFY AS "ELIGIBLE INVESTORS" (AS DEFINED BELOW). IN THE CASE OF ANY SUCH TRANSFER PURSUANT TO CLAUSE (B), (1) THE TRANSFEREE WILL BE REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY AN INTEREST IN A RULE 144A GLOBAL NOTE OR A DEFINITIVE IAI REGISTERED NOTE (AS DEFINED IN THE BASE PROSPECTUS); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE TRANSFER AGENT), AND (3) THE TRANSFEREE WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER (THE FORM OF WHICH IS ALSO ATTACHED TO THE AGENCY AGREEMENT) CERTIFYING, AMONG OTHER THINGS, ITS STATUS AS AN ELIGIBLE INVESTOR.

"**ELIGIBLE INVESTORS**" ARE DEFINED FOR THE PURPOSES HEREOF AS PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("QIBS") THAT ARE ALSO "QUALIFIED PURCHASERS" AS DEFINED IN SECTION 2(A)(51)(A) OF THE 1940 ACT ("QPS"), ACTING FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER QIBS WHO ARE ALSO QPS, OR PERSONS WHO ARE INSTITUTIONAL ACCREDITED INVESTORS AND QPS, BUT EXCLUDING THEREFROM: (I) QIBS THAT ARE BROKER DEALERS THAT OWN AND INVEST ON A DISCRETIONARY BASIS LESS THAN U.S.\$25 MILLION IN "SECURITIES" AS SUCH TERM IS DEFINED UNDER RULE 144A, (II) A PARTNERSHIP, COMMON TRUST FUND, SPECIAL TRUST, PENSION FUND, RETIREMENT PLAN OR OTHER ENTITY IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE OR THE ALLOCATION THEREOF, (III) AN ENTITY THAT WAS FORMED, REFORMED OR RECAPITALISED FOR THE SPECIFIC PURPOSE OF INVESTING IN THE NOTES, (IV) ANY INVESTMENT COMPANY EXCEPTED FROM THE 1940 ACT SOLELY PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF AND FORMED PRIOR TO 30 APRIL 1996, THAT HAS NOT RECEIVED THE CONSENT OF ITS BENEFICIAL OWNERS WITH

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

RESPECT TO THE TREATMENT OF SUCH ENTITY AS A QUALIFIED PURCHASER IN THE MANNER REQUIRED BY SECTION 2(a)(51)(c) OF THE 1940 ACT AND RULES AND REGULATIONS THEREUNDER AND (V) ANY ENTITY THAT WILL HAVE INVESTED MORE THAN 40 PER CENT. OF ITS ASSETS IN SECURITIES OF THE ISSUER SUBSEQUENT TO ANY PURCHASE OF THE NOTES.

EACH HOLDER OF A BENEFICIAL INTEREST HEREIN UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF ALL PARTICIPANTS HOLDING POSITIONS IN ITS NOTES FROM ONE OR MORE BOOK-ENTRY DEPOSITARIES AND THAT THE PARTICIPANTS MAY FURTHER DISCLOSE TO THE ISSUER THE NAMES AND POSITIONS OF HOLDERS OF ITS NOTES.

THE NOTES AND THE GUARANTEE THEREOF AND ANY ENTITLEMENT(S) DO NOT CONSTITUTE, AND HAVE NOT BEEN MARKETED AS, A CONTRACT OF SALE OF A COMMODITY FOR FUTURE DELIVERY (OR OPTIONS THEREON) SUBJECT TO THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED (THE "CEA"), AND TRADING IN THE NOTES HAS NOT BEEN APPROVED BY THE U.S. COMMODITY FUTURES TRADING COMMISSION PURSUANT TO THE CEA"; and

- (h) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes 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.

Unless otherwise provided in the applicable Issue Terms, each Institutional Accredited Investor who is also a QP who purchases Registered Notes in definitive form offered and sold in the United States in reliance upon the exemption from registration provided by Regulation D of the Securities Act is required to execute and deliver to the Registrar an Investment Letter. Upon execution and delivery of an Investment Letter by an Institutional Accredited Investor who is also a QP, Notes will be issued in definitive registered form, see "*Form of Notes*". Each QIB who is also a QP who purchases Rule 144A Global Notes offered and sold in the United States in reliance upon the exemption from registration provided by Rule 144A of the Securities Act is required to execute and deliver to the Registrar an Investment Letter.

The Investment Letter referred to above shall include the following representations and agreements (undefined terms used in this section that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) **Purchaser Requirements.** Notes may be offered in the United States to a purchaser who: (i) is an Eligible Investor (as defined below), (ii) will hold at least the minimum denomination of US\$250,000, (iii) will provide notice of applicable transfer restrictions to any subsequent transferee (and each subsequent transferee will be deemed to have made the same representations and agreements contained in clauses (i) through (v) of this paragraph), (iv) understands that the issuer may receive a list of all participants holding positions in its Notes from one or more book-entry depositaries and that the participants may further disclose to the issuer the names and positions of holders of its Notes, and (v) 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 (i) through (v) and over which it exercises sole investment discretion.
- (b) **Notice of Transfer Restrictions.** Each purchaser acknowledges and agrees that (a) the Notes have not been and will not be registered under the Securities Act and the Issuer has not been registered as an "investment company" under the 1940 Act, (b) neither the Notes nor any beneficial interest therein may be re-offered, resold, pledged or otherwise transferred except in accordance with the provisions set out in paragraph (a) above and (c) the purchaser will notify any transferee of such transfer restrictions and that each subsequent holder will be required to notify any subsequent transferee of such Notes of such transfer restrictions.
- (c) **Mandatory Transfer/Redemption.** Each purchaser acknowledges and agrees that in the event that at any time the Issuer determines or is notified by a Dealer acting on behalf of the Issuer that such purchaser was in breach, at the time given or deemed to be given, of any of the representations or agreements set out in paragraph (a) above or otherwise determines that any transfer or other disposition of any Notes would, in the sole determination of the Issuer or a Dealer acting on behalf of the Issuer, require the Issuer to register as an "investment company" under the provisions of the 1940 Act, such purchase or other transfer will be void *ab initio* and will not be honoured by the Registrar. Accordingly, any such purported transferee or other holder will not be entitled to any rights as a Noteholder and the Issuer shall have the right, in accordance with the conditions of the Notes, to force the transfer of, transfer on behalf of the Noteholder or redeem, any such Notes.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

- (d) **Rule 144A Information.** Each purchaser of Notes offered and sold in the United States under Rule 144A is hereby notified that the offer and sale of such Notes to it is being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. The Issuer has agreed to furnish to investors upon request such information as may be required by Rule 144A.
- (e) **ERISA.** If the purchaser is a U.S. person purchasing an interest in a Rule 144A Global Note, it is not a benefit plan investor, is not using the assets of a benefit plan investor to acquire such Notes and shall not at any time hold such Notes for a benefit plan investor (including assets that may be held in an insurance company's separate or general accounts where assets in such accounts may be deemed "plan assets" for purposes of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA")). For the purposes hereof, the term "benefit plan investor" means (a) any employee benefit plan (as defined in section 3(3) of ERISA), (b) any plan described in section 4975(e)(1) of the U.S. Internal Revenue Code, or (b) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (within the meaning of the U.S. Department of Labor Regulations Section 2510.3-101 as modified by Section 3(42) of ERISA).
- (f) **Relevant Information.** The purchaser has received a copy of this Base Prospectus and such other information as it deems necessary in order to make its investment decision.
- (g) **Legends on Global Notes.** Each purchaser acknowledges that each of the Rule 144A Global Note and the Regulation S Global Note will bear legends substantially to the effect set out in this Base Prospectus and that the Issuer has covenanted not to remove either such legend so long as it shall be necessary for the Issuer to rely on the exception to the 1940 Act.
- (h) **Regulation S Transfers During the Distribution Compliance Period.** If the purchaser has acquired a portion of a Regulation S Global Note in a sale or other transfer being made in reliance upon Regulation S, the purchaser agrees that during the Distribution Compliance Period it will not offer, resell, pledge or otherwise transfer such portion of such Regulation S Global Note to or for the account or benefit of any U.S. person other than to a person meeting the requirements set out in paragraph (a) above and in the legend set out on the Regulation S Global Note.

If the purchaser is an Institutional Accredited Investor who is also a QP, the Investment Letter will also contain the following representations and agreements:

- (i) that the Institutional Accredited Investor who is also a QP is an Institutional Accredited Investor within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and is a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the United States Investment Company Act of 1940, as amended and the rules and regulations thereunder ("QP"), and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time.
- (j) that, in the event that the Institutional Accredited Investor who is also a QP purchases Notes, it will acquire Notes having a minimum purchase price of at least US\$500,000 (or the approximate equivalent in another Specified Notes Currency).

No sale of Legended Notes in the United States to any one purchaser will be for less than US\$250,000 (or its foreign currency equivalent) nominal amount or, in the case of sales to Institutional Accredited Investors who are also QPs, US\$500,000 (or its foreign currency equivalent) nominal amount and no Legended Note will be issued in connection with such a sale in a smaller nominal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least US\$250,000 (or its foreign currency equivalent) or, in the case of sales to Institutional Accredited Investors who are also QPs, US\$500,000 (or its foreign currency equivalent) nominal amount of Registered Notes.

Any transfer or other disposition of any Notes that would, in the sole determination of the Issuer, require the Issuer to register as an "investment company" under the provisions of the 1940 Act will be void *ab initio*, and such transfer or other disposition will not be recognised by the Issuer. If, at any time a Note is held by or on behalf of a U.S. person who is not an Eligible Investor at the time it purchases such Note the Issuer may, in its discretion and at the expense and risk of such holder, (a) redeem such Notes, in whole or in part, to permit the Issuer to avoid registration under the 1940 Act or (b) require any such holder to transfer such Notes to an Eligible Investor or to a non-U.S. person outside the United States or cause such Notes to be transferred on behalf of the Noteholder. The determination of which Notes will be redeemed or sold in any particular case is in the discretion of the Issuer.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

*As a result of the following restrictions, purchasers of Notes (other than 3(a)(2) Notes) issued by BBVA Global Securities B.V. in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.<sup>85</sup>*

For the avoidance of doubt, this section shall not apply to 3(a)(2) Notes.

Each person purchasing an interest in a Registered Global Note will be deemed to have acknowledged, represented and agreed, as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that (i) it is a QIB, purchasing (or holding) the Notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A, or (ii) it is outside the United States and is not a U.S. person;
- (b) that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that, unless it holds an interest in a Regulation S Global Note and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Notes, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;
- (d) that it will, and will require each subsequent holder to, notify any purchaser of the Notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) that Notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes, that Notes offered to Institutional Accredited Investors will be in the form of Definitive IAI Registered Notes and that Notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (f) that the Notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS REGISTERED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

BY PURCHASING THE NOTES REPRESENTED HEREBY, EACH HOLDER OF ANY BENEFICIAL INTEREST HEREIN WILL BE DEEMED TO HAVE REPRESENTED FOR THE BENEFIT OF THE ISSUER AND FOR ANY AGENT OR SELLER WITH RESPECT TO THE NOTES THAT IT (I)(A) IS AN "ELIGIBLE INVESTOR" (AS DEFINED BELOW), (B) WILL HOLD AT LEAST THE MINIMUM DENOMINATION OF U.S.\$250,000, (C) WILL PROVIDE NOTICE OF APPLICABLE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFeree, INCLUDING DELIVERING TO EACH TRANSFeree A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND, (D) IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNTS OF ONE OR MORE OTHER PERSONS EACH OF WHOM MEETS ALL OF THE PRECEDING REQUIREMENTS AND (E) AGREES THAT IT WILL NOT REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST HEREIN TO ANY PERSON EXCEPT TO A PERSON THAT MEETS ALL OF

<sup>85</sup>

In no event Notes to be offered or sold in the United States will be Book-Entry Notes

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

THE PRECEDING REQUIREMENTS AND AGREES NOT TO SUBSEQUENTLY TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST HEREIN EXCEPT IN ACCORDANCE WITH THIS CLAUSE (E) OR (II) IS NOT A U.S. PERSON AND IS ACQUIRING THE NOTES PURSUANT TO RULE 903 OR 904 OF REGULATION S. IN THE EVENT OF ANY TRANSFER PURSUANT TO THE PRECEDING CLAUSE (II), (1) THE TRANSFeree WILL BE REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY AN INTEREST IN THE REGULATION S GLOBAL NOTE (AS DEFINED IN THE BASE PROSPECTUS); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE TRANSFER AGENT), AND (3) THE TRANSFeree WILL BE REQUIRED TO CERTIFY AS TO ITS STATUS AS A NON-U.S. PERSON. ANY RESALE OR OTHER TRANSFER OF THIS NOTE MADE OTHER THAN IN COMPLIANCE WITH THE FOREGOING RESTRICTIONS SHALL NOT BE RECOGNISED BY THE ISSUER, THE REGISTRAR OR ANY OTHER AGENT OF THE ISSUER.

"**ELIGIBLE INVESTORS**" ARE DEFINED FOR THE PURPOSES HEREOF AS PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("QIBS"), ACTING FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER QIBS, OR PERSONS WHO ARE INSTITUTIONAL ACCREDITED INVESTORS.

THE PURCHASER ACKNOWLEDGES THAT THE ISSUER OR ANY DEALER RESERVE THE RIGHT PRIOR TO ANY SALE OR OTHER TRANSFER TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS AND OTHER INFORMATION AS THE ISSUER OR ANY DEALER MAY REASONABLY REQUIRE TO CONFIRM THAT THE PROPOSED SALE OR OTHER TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. TERMS WHICH ARE USED IN THIS LEGEND WHICH ARE DEFINED IN RULE 144A HAVE THE MEANINGS GIVEN TO THEM UNDER SUCH RULE.

THE NOTES REPRESENTED BY THIS NOTE MAY NOT BE PURCHASED OR HELD BY (A) ANY EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), (B) ANY PLAN SUBJECT TO SECTION 4975 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 (WITHIN THE MEANING OF THE U.S. DEPARTMENT OF LABOR REGULATIONS SECTION 2510.3-101 AS MODIFIED BY SECTION 3(42) OF ERISA).

THIS NOTE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH NOTES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO RESALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS NOTE SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS NOTE AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).";

- (g) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the closing date with respect to the original issuance of the Notes), it will do so only (i) (A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB in compliance with Rule 144A and (ii) in accordance with all applicable U.S. state securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSACTION IS REGISTERED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

EACH HOLDER OF A BENEFICIAL INTEREST HEREIN SHALL BE DEEMED TO AGREE FOR THE BENEFIT OF THE ISSUER THAT, IF IT SHOULD DECIDE TO DISPOSE OF THE NOTES REPRESENTED BY THIS REGULATION S GLOBAL NOTE PRIOR TO THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION, BENEFICIAL INTERESTS IN THIS REGULATION S GLOBAL NOTE MAY BE OFFERED, RESOLD OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT. ACCORDINGLY, ANY TRANSFERS OF THE NOTES PRIOR TO THE TERMINATION OF THE DISTRIBUTION COMPLIANCE PERIOD MAY ONLY BE MADE: (A) TO A NON-U.S. PERSON IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (B) TO OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON IN A TRANSACTION PURSUANT TO RULE 144A OR REGULATION D UNDER THE SECURITIES ACT TO PERSONS WHO QUALIFY AS "ELIGIBLE INVESTORS" (AS DEFINED BELOW). IN THE CASE OF ANY SUCH TRANSFER PURSUANT TO CLAUSE (B), (1) THE TRANSFEREE WILL BE REQUIRED TO HAVE THE NOTES SO TRANSFERRED TO BE REPRESENTED BY AN INTEREST IN A RULE 144A GLOBAL NOTE OR A DEFINITIVE IAI REGISTERED NOTE (AS DEFINED IN THE BASE PROSPECTUS); (2) THE TRANSFEROR WILL BE REQUIRED TO DELIVER A TRANSFER CERTIFICATE (THE FORM OF WHICH IS ATTACHED TO THE AGENCY AGREEMENT AND IS AVAILABLE FROM THE TRANSFER AGENT), AND (3) THE TRANSFEREE WILL BE REQUIRED TO EXECUTE AN INVESTMENT LETTER (THE FORM OF WHICH IS ALSO ATTACHED TO THE AGENCY AGREEMENT) CERTIFYING, AMONG OTHER THINGS, ITS STATUS AS AN ELIGIBLE INVESTOR.

"**ELIGIBLE INVESTORS**" ARE DEFINED FOR THE PURPOSES HEREOF AS PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("QIBS"), ACTING FOR THEIR OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER QIBS, OR PERSONS WHO ARE INSTITUTIONAL ACCREDITED INVESTORS."; and

- (h) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes 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.

Unless otherwise provided in the applicable Issue Terms, each Institutional Accredited Investor who purchases Registered Notes in definitive form offered and sold in the United States in reliance upon the exemption from registration provided by Regulation D of the Securities Act is required to execute and deliver to the Registrar an Investment Letter. Upon execution and delivery of an Investment Letter by an Institutional Accredited Investor, Notes will be issued in definitive registered form, see "*Form of Notes*". Each QIB who purchases Rule 144A Global Notes offered and sold in the United States in reliance upon the exemption from registration provided by Rule 144A of the Securities Act is required to execute and deliver to the Registrar an Investment Letter.

The Investment Letter referred to above shall include the following representations and agreements (undefined terms used in this section that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) **Purchaser Requirements.** Notes may be offered in the United States to a purchaser who: (i) is an Eligible Investor (as defined below), (ii) will hold at least the minimum denomination of US\$250,000, (iii) will provide notice of applicable transfer restrictions to any subsequent transferee (and each subsequent transferee will be deemed to have made the same representations and agreements contained in clauses (i) through (iv) of this paragraph), and (iv) 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 (i) through (iv) and over which it exercises sole investment discretion.
- (b) **Notice of Transfer Restrictions.** Each purchaser acknowledges and agrees that (a) the Notes have not been and will not be registered under the Securities Act and the Issuer has not been registered as an "investment company" under the 1940 Act, (b) neither the Notes nor any beneficial interest therein may be re-offered, resold, pledged or otherwise transferred except in accordance with the provisions set out in paragraph (a) above and (c) the purchaser will notify any transferee of such transfer restrictions and that each subsequent holder will be required to notify any subsequent transferee of such Notes of such transfer restrictions.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

- (c) **Rule 144A Information.** Each purchaser of Notes offered and sold in the United States under Rule 144A is hereby notified that the offer and sale of such Notes to it is being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A. The Issuer has agreed to furnish to investors upon request such information as may be required by Rule 144A.
- (d) **ERISA.** If the purchaser is a U.S. person purchasing an interest in a Rule 144A Global Note, it is not a benefit plan investor, is not using the assets of a benefit plan investor to acquire such Notes and shall not at any time hold such Notes for a benefit plan investor (including assets that may be held in an insurance company's separate or general accounts where assets in such accounts may be deemed "plan assets" for purposes of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA")). For the purposes hereof, the term "benefit plan investor" means (a) any employee benefit plan (as defined in section 3(3) of ERISA), (b) any plan described in section 4975(e)(1) of the U.S. Internal Revenue Code, or (b) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (within the meaning of the U.S. Department of Labor Regulations Section 2510.3-101 as modified by Section 3(42) of ERISA).
- (e) **Relevant Information.** The purchaser has received a copy of this Base Prospectus and such other information as it deems necessary in order to make its investment decision.
- (f) **Legends on Global Notes.** Each purchaser acknowledges that each of the Rule 144A Global Note and the Regulation S Global Note will bear legends substantially to the effect set out in this Base Prospectus.
- (g) **Regulation S Transfers During the Distribution Compliance Period.** If the purchaser has acquired a portion of a Regulation S Global Note in a sale or other transfer being made in reliance upon Regulation S, the purchaser agrees that during the Distribution Compliance Period it will not offer, resell, pledge or otherwise transfer such portion of such Regulation S Global Note to or for the account or benefit of any U.S. person other than to a person meeting the requirements set out in paragraph (a) above and in the legend set out on the Regulation S Global Note.

If the purchaser is an Institutional Accredited Investor the Investment Letter will also contain the following representations and agreements:

- (h) that the Institutional Accredited Investor is an Institutional Accredited Investor within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act, and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time.
- (i) that, in the event that the Institutional Accredited Investor purchases Notes, it will acquire Notes having a minimum purchase price of at least US\$500,000 (or the approximate equivalent in another Specified Notes Currency).

No sale of Legended Notes in the United States to any one purchaser will be for less than US\$250,000 (or its foreign currency equivalent) nominal amount or, in the case of sales to Institutional Accredited Investors, US\$500,000 (or its foreign currency equivalent) nominal amount and no Legended Note will be issued in connection with such a sale in a smaller nominal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least US\$250,000 (or its foreign currency equivalent) or, in the case of sales to Institutional Accredited Investors, US\$500,000 (or its foreign currency equivalent) nominal amount of Registered Notes.

### 3(a)(2) Notes

Each person purchasing an interest in a Registered Global Note will be deemed to have acknowledged, represented and agreed that it is an AI, purchasing (or holding) the Notes for its own account or for the account of one or more AIs.

### No transfer of Implicit Yield Notes to Spanish Individuals

The sale, transfer, or acquisition of Implicit Yield Notes (as defined below), including, but not limited to, Zero Coupon Notes, to or by individuals (*personas físicas*) who are tax resident in Spain (each a "Spanish Individual") is forbidden in all cases. Any transfer of Implicit Yield Notes to or by Spanish Individuals is not permitted and such transfer will be considered null and void by the Issuer and the Guarantor. Accordingly, neither the Issuer nor the Guarantor will recognise any Spanish Individual as an owner of Implicit Yield Notes.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

"**Implicit Yield Notes**" means Notes in respect of which the income derives from (a) the difference between the redemption amount and the issue price of the Notes, or (b), subject to the paragraph below, a combination of (i) an explicit coupon and (ii) the difference between the redemption amount and the issue price of the Notes;

For the purposes of this Base Prospectus and in accordance with Spanish tax regulations, Notes with the characteristics set out in (b) above will only be deemed Implicit Yield Notes if the interest payable in each year (explicit coupon) is lower than the Interest Rate of Reference applicable as of the Issue Date.

The "**Interest Rate of Reference**" shall be the interest rate applicable to each calendar quarter determined by reference to 80 per cent. of the weighted average rate fixed in the preceding calendar quarter for a (a) 3 year Spanish Government Bond issues, if the Notes have a term of 4 years or less, (b) 5 year Spanish Government Bond issues, if the Notes have a term of more than 4 years but equal or less than 7 years, or (c) 10, 15 or 30 year Spanish Government Bond issues, if the Notes have a term of more than 7 years, all as determined by the Calculation Agent in a commercially reasonable manner.

### Selling Restrictions

#### General Selling Restrictions

This Base Prospectus has been prepared on the basis that Notes may be directed to any category of potential investors unless specified otherwise in the applicable Issue Terms.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that:

- (i) unless specified otherwise in the applicable Issue Terms, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Securities, or possession or distribution of any offering material in relation thereto, in such country or jurisdiction where action for that purpose is required; and
- (ii) it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor the Dealers shall have any responsibility therefor.

None of the Issuer, the Guarantor nor the Dealer(s) represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Persons into whose hands the Base Prospectus, any Issue Terms or any Note comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

### United States

#### *Notes other than 3(a)(2) Notes*

Neither the Notes nor the Guarantee, nor any Entitlement(s) to be delivered in respect of Notes issued by BBVA Global Markets B.V. where physical delivery is specified as applicable, have been or will be registered under the Securities Act and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Notes may be offered in the United States to a purchaser: (i) who is an Eligible Investor (as defined below), (ii) will hold at least the minimum denomination of US\$250,000 (or equivalent in the relevant currency), (iii) will provide notice of applicable transfer restrictions to any subsequent transferee (and each subsequent transferee will be deemed to have made the same representations and agreements contained in clauses (i) through (v) of this paragraph), (iv) understands that the issuer may receive a list of all participants holding positions in its Notes from one or more book-entry depositaries and that the participants may further disclose to the issuer the names and positions of holders of its Notes, and (v) 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 (i) through (v) and over which it exercises sole investment discretion.

Each purchaser who satisfies clauses (i) through (v) above acknowledges and agrees that in the event that at any time the Issuer determines or is notified by a Dealer acting on behalf of the Issuer that such purchaser was in

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

breach, at the time given or deemed to be given, of any of the representations or agreements set out in clauses (i) through (v) above or otherwise determines that any transfer or other disposition of any Notes would, in the sole determination of the Issuer or a Dealer acting on behalf of the Issuer, require the Issuer to register as an "investment company" under the provisions of the 1940 Act, such purchase or other transfer will be void *ab initio* and will not be honoured by the Registrar. Accordingly, any such purported transferee or other holder will not be entitled to any rights as a Noteholder and the Issuer shall have the right, in accordance with the conditions of the Notes, to force the transfer of, transfer on behalf of the Noteholder or redeem, any such Notes.

Such Notes will be offered by BBVA (acting through its agent BBVA Securities Inc.) (in such capacity, the "**Initial Purchaser**").

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder. The Issue Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, in connection with any Notes which are offered or sold outside the United States in reliance on an exemption from the registration requirements of the Securities Act provided under Regulation S ("**Regulation S Notes**"), that it will not offer, sell or deliver such Regulation S Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Regulation S Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons.

As used herein, "**United States**" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction; and "**U.S. person**" means (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. persons; or (vii) any other "U.S. Person" as such term may be defined in Regulation S under the Securities Act or in regulations adopted under the Commodity Exchange Act, as amended.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Dealer(s) may arrange for the resale of Notes issued by BBVA Markets B.V. to QIBs who are also QPs pursuant to Rule 144A and Dealer(s) may arrange for the resale of Notes issued by BBVA Securities B.V. to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealer(s) may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A and one or more exemptions and/or exclusions from regulation under the CEA. The minimum aggregate nominal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is US\$250,000 (or the approximate equivalent thereof in any other currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Notes and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4) so long as the Notes are considered restricted securities within the meaning of Rule 144A(a)(3) under the Securities Act.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

The Notes, the Guarantee and any Entitlement(s) do not constitute, and have not been marketed as, contracts of sale of a commodity for future delivery (or options thereon) subject to the CEA, and trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission pursuant to the CEA.

Each issuance of Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the Issue Terms.

### ***1940 Act compliance and Eligible Investors***

As described above, BBVA Global Markets B.V. has not been and will not be registered as an "investment company" under the 1940 Act and, accordingly, the Notes may only be sold in the United States or to, or for the account or benefit of, U.S. persons in compliance with Section 3(c)(7) of the 1940 Act. In general, the Section 3(c)(7) exception excludes from the definition of an investment company any issuer whose outstanding securities are owned exclusively by persons who are "Qualified Purchasers" (or "QPs", as defined in Section 2(a)(51)(A) of the 1940 Act and the rules and regulations of the U.S. Securities and Exchange Commission thereunder) and that has not made a public offering of its securities. Consequently, the relevant Notes may only be offered, sold, resold, delivered or transferred (a) within the United States or to, or for the account or benefit of, U.S. persons, in a transaction made in compliance with both Rule 144A and Section 3(c)(7) under the 1940 Act to persons that are Eligible Investors (as defined below) or (b) outside the United States to persons that are not U.S. persons in offshore transactions in reliance on Rule 903 or 904 of Regulation S.

The relevant Notes (other than 3(a)(2) Notes) issued by BBVA Global Securities B.V. may only be offered, sold, resold, delivered or transferred (a) within the United States or to, or for the account or benefit of, U.S. persons, in a transaction made in compliance with Rule 144A to persons that are Eligible Investors (as defined below) or (b) outside the United States to persons that are not U.S. persons in offshore transactions in reliance on Rule 903 or 904 of Regulation S.

"**Eligible Investors**," in the case of Notes issued by BBVA Global Markets B.V., are defined as persons who are QIBs and also QPs acting for their own account or for the account of other QIBs who are also QPs, or persons who are Institutional Accredited Investors and also QPs, but excluding therefrom: (i) QIBs that are broker dealers that own and invest on a discretionary basis less than US\$25 million in "securities" of unaffiliated issuers (ii) a partnership, common trust fund, special trust, pension fund, retirement plan or other entity in which the partners, beneficiaries or participants, as the case may be, may designate the particular investments to be made or the allocation thereof, (iii) an entity that was formed, reformed or recapitalised for the specific purpose of investing in the Notes, (unless each beneficial owner of such entity is a QP), (iv) any investment company excepted from the 1940 Act solely pursuant to Section 3(c)(1) or Section 3(c)(7) thereof and formed prior to 30 April 1996, that has not received the consent of its beneficial owners with respect to the treatment of such entity as a qualified purchaser in the manner required by Section 2(a)(51)(C) of the 1940 Act and rules thereunder, and (v) any entity that will have invested more than 40 per cent. of its assets in securities of the Issuer subsequent to any purchase of the Notes.

"**Eligible Investors**," in the case of Notes (other than 3(a)(2) Notes) issued by BBVA Global Securities B.V., are defined as persons who are QIBs acting for their own account or for the account of other QIBs, or persons who are Institutional Accredited Investors.

### ***3(a)(2) Notes***

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, sell or deliver 3(a)(2) Notes except to AIs.

## **European Union**

### ***Public Offer Selling Restriction under the Prospectus Regulation***

With regard to each Tranche of Notes in relation to which "Prohibition of Sales to EEA Retail Investors" will be selected to be "Not applicable" in Part B of the relevant Issue Terms the following restrictions apply:

In relation to each Member State of the European Economic Area (each, a "**Relevant State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) if the Issue Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a "**Non-exempt Offer**"),

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Issue Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Issue Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of such Non-exempt Offer;

- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

With regard to each Tranche of Notes in relation to which "Prohibition of Sales to EEA Retail Investors" will be selected to be "applicable" in Part B of the relevant Issue Terms the following restrictions apply: Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### The Netherlands

#### General

For selling restrictions in respect of the Netherlands, please see "*Public Offer Selling Restriction under the Prospectus Regulation*" above and "*Prohibition of Sales to EEA Retail Investors*" below. The Notes may not, directly or indirectly, be, (or announced to be) offered, sold, resold, delivered or transferred as part of their initial distribution or at any time thereafter to, or to the order of, or for the account of, any person in the Netherlands other than in accordance with the aforementioned restrictions.

#### Savings Certificates Act

In addition and without prejudice to the relevant restrictions set out above, Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

tenor or on which no interest is due whatsoever ("Zero Coupon Notes") in definitive form may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or an admitted institution (*toegelaten instelling*) of Euronext Amsterdam N.V., admitted in a function on one or more markets or systems held or operated by Euronext Amsterdam N.V., in accordance with the Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended). No such mediation is required in respect of:

- (a) the transfer and acceptance of Zero Coupon Notes whilst in the form of rights representing an interest in a Zero
- (b) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof;
- (c) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof;
- (d) the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession; or
- (e) the transfer and acceptance of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Instrument in global form) of any particular Series are issued outside the Netherlands and are not distributed into the Netherlands in the course of initial distribution or immediately thereafter.

In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with and, in addition thereto, if such Zero Coupon Notes in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 March 1987 attached to the Royal Decree of 11 March 1987 as published in the Official Gazette 1987, 129, as amended from time to time, each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction, the nature of the transaction and the details and serial numbers of such Notes.

### Ireland

Each Dealer has represented and agrees that, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

- (a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended, the "**MiFID II Regulations**"), including, without limitation, Regulations 5 (*Requirements for Authorisation* (and certain provisions concerning MTFs and OTFs)) thereof, any rules or codes of conduct made under the MiFID II Regulations, and the provisions of the Investor Compensation Act 1998 (as amended);
- (b) the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942-2015 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);
- (c) the Regulation (2017/1129), the European Union (Prospectus) Regulations 2019 and any rules and guidelines issued under Section 1363 of the Companies Act by the Central Bank; and
- (d) the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules and guidance issued by the Central Bank under Section 1370 of the Companies Act.

### Spain

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Notes must not be offered, distributed or sold in Spain or to Spanish Residents who are not classified as Eligible Counterparties under MiFID II. In addition, neither the Offering Documents nor any other marketing materials in relation to the Notes shall be distributed in Spain other than to Eligible Counterparties. No publicity of any kind shall be made in Spain.

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

As used herein, "**Spanish Resident**" means a tax resident of Spain for the purposes of the Spanish tax legislation and any tax treaty signed by Spain for the avoidance of double taxation, including (i) any corporation or other entity taxable as a corporation incorporated under Spanish law, whose registered office is located in Spain or whose effective management is performed in Spain and (ii) any individual who is physically present in Spanish territory for more than 183 days in the calendar year or whose main centre or base of activities or economic interests is in Spain.

### **Prohibition of Sales to EEA Retail Investors**

Unless the Issue Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (**the "Prospectus Regulation"**); and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### **Prohibition of Sales to UK Retail Investors**

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA; and (iii) not a qualified investor as defined in the Prospectus Regulation; and (a) (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### **Sales outside EEA only**

If the Issue Terms in respect of any Notes specifies "Sales outside EEA only" as "Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not intended to be offered, distributed or sold to any investor in the European Economic Area, and that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to any investor in the European Economic Area.

### **Sales outside UK only**

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

If the Issue Terms in respect of any Notes specifies "Sales outside UK only" as "Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not intended to be offered, distributed or sold to any investor in the United Kingdom, and that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Issue Terms in relation thereto to any investor in the United Kingdom.

### 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) in relation to any Notes having a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;
  - (b) 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 Notes 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
- it has complied and will comply with all applicable provisions of the FSMA and the Financial Services Act 2012 with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### Republic of Italy

The offering of the Notes has not been cleared by the *Commissione Nazionale per la Società e la Borsa* (the "**CONSOB**") (the Italian securities exchange commission), pursuant to Italian securities legislation. Accordingly, no Notes may be offered, sold or delivered, directly or indirectly nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except (a) to qualified investors (*investitori qualificati*) as defined in Article 35, first paragraph, letter (d) of CONSOB Regulation No. 20307 of 15 February 2018, as amended ("**Regulation No. 20307**"), pursuant to Article 34-ter, first paragraph letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (the "**Company Regulation**"), implementing Article 100 of Italian Legislative Decree No. 58 of 24 February 1998, as amended (the "**Italian Financial Act**"); and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Act and the implementing CONSOB regulations, including the Company Regulation.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus (including the applicable Issue Terms) or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**") and any other applicable laws and regulations;
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, with regard, *inter alia*, to the reporting obligations required; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or other Italian authority.

*Please note that in accordance with Article 100-bis of the Financial Services Act:*

*Investors should also note that, in any subsequent distribution of the Notes in the Republic of Italy, Article 100-bis of the Financial Services Act may require compliance with the law relating to public offers of securities.*

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

*Furthermore, where the Notes are placed solely with "qualified investors" and are then systematically ("sistematicamente") resold on the secondary market at any time in the 12 months following such placing, purchasers of Notes who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and, in addition, to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under the Financial Services Act applies.*

### **France**

In order to be able to conduct a public offer in relation to certain issues of the Notes in France, the Issuer has requested the Central Bank of Ireland to notify the approval of the Base Prospectus in accordance with Article 25 of the Prospectus Regulation to the French *Autorité des Marchés Financiers* by providing it, *inter alia*, a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation.

Neither this Base Prospectus nor any other offering material relating to the Notes has been submitted to the clearance procedures of the *Autorité des Marchés Financiers*.

Unless it is specified in the relevant Issue Terms that an offer of Notes will be made in France, the following will apply: each of the Dealers and the Issuer has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France.

Neither this Base Prospectus, the relevant Issue Terms nor any other offering material relating to the Notes has been or will be:

- (a) released, issued, distributed or caused to be released, issued or distributed to the public in France; or
- (b) used in connection with any offer for subscription or sale of the Notes to the public in France.

Such offers, sales and distributions will be made in France only to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*) acting for their own account, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-2 to D.411-4, D.734-1, D.744-1, D.754-1 and D.764-1 of the French *Code monétaire et financier*.

The direct or indirect resale of Notes to the public in France may be made only as provided by, and in accordance with, articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-2 of the French *Code monétaire et financier*.

In addition, each of the Dealers and the Issuer have represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not distributed or caused to be distributed and will not distribute or cause to be distributed in France, this Base Prospectus, the relevant Issue Terms or any other offering material relating to the Notes other than to investors to whom offers and sales of Notes in France may be made as described above.

### **Monaco**

The Notes may not be offered or sold, directly or indirectly, to the public in Monaco other than by a Monaco Bank or a duly authorised Monegasque intermediary acting as a professional institutional investor which has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Fund. Consequently, this Base Prospectus may only be communicated to (i) banks, and (ii) portfolio management companies duly licensed by the "Commission de Contrôle des Activités Financières by virtue of Law n° 1.338, of September 7, 2007, and authorised under Law n° 1.144 of July 26, 1991. Such regulated intermediaries may in turn communicate this Base Prospectus to potential investors.

### **Switzerland**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required or deemed to agree, that it will comply with (i) any laws, regulations or guidelines applicable in Switzerland (as amended from time to time) in relation to the marketing, offer, sale, delivery or transfer of the Notes, or the distribution of any marketing or offering material in respect of the Notes, in or from Switzerland.

*Restrictions for distribution of Notes to Retail Clients:*

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

Notes qualifying as structured products pursuant to Article 70 of the Swiss Federal Act on Financial Services of 15 June 2018 ("FinSA") may be offered to retail clients (*Privatkundinnen und -kunden*) pursuant to Article 4 para. 2 FinSA ("**Retail Clients**") in, into or from Switzerland only if a key investor document (*Basisinformationsblatt*) relating to the Notes in the sense of Article 58 et seq. FinSA ("**FinSA-KID**") or a key information document pursuant to Regulation (EU) No 1286/2014 and Delegated Regulation (EU) No. 2017/653 ("**PRIIPs-KID**") has been prepared and provided to the relevant Retail Clients. Before 1 January 2022, the issuer may prepare a Swiss simplified prospectus (a "**Swiss Simplified Prospectus**") pursuant to Article 5 of the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("**CISA**") instead of a FinSA-KID or a PRIIPs-KID and such Swiss Simplified Prospectus may be provided to Retail Clients instead of a FinSA-KID or a PRIIPs-KID. If the Notes may only be offered to Retail Clients in the context of asset management mandates, such obligation to provide a FinSA-KID, a PRIIPs-KID or a Swiss Simplified Prospectus would not apply.

All clients other than professional clients (*professionelle Kunden*) and institutional clients (*institutionelle Kunden*), as defined in Article 4 para. 3, 4 and 5 and Article 5 para. 1 and 2 FinSA ("**Professional or Institutional Clients**"), are Retail Clients. Professional or Institutional Clients include: (a) financial intermediaries regulated pursuant to the Swiss Federal Banking Act of 8 November 1934, the Swiss Federal Financial Institutions Act of 15 June 2018 ("**FinIA**") or the CISA; (b) regulated insurance undertakings pursuant to the Swiss Federal Insurance Supervision Act of 17 December 2004; (c) foreign financial intermediaries or insurance undertakings subject to a similar prudential supervision as the financial intermediaries or insurance undertakings pursuant to (a) and (b); (d) central banks; (e) public entities with professional treasury operations; (f) pension funds and occupational pension schemes with professional treasury operations; (g) undertakings with professional treasury operations; (h) large companies that exceed two of the following thresholds: (i) a balance sheet total of CHF 20 million, (ii) turnover of CHF 40 million, and/or (iii) own capital of CHF 2 million; (i) private investment structures for high-net worth individuals with professional treasury operations; and (j) Opting-out Clients.

An "**Opting-out Client**" (*vermögende Privatkundinnen und -kunden*) is a Retail Client who confirms (i) that, based on the education/professional experience or based on comparable experience in the financial sector, he/she/it has the necessary knowledge to understand the risks resulting from an investment in the Notes and who owns, directly or indirectly, eligible financial assets of at least CHF 500,000, or (ii) that he/she/it owns, directly or indirectly, eligible financial assets of at least CHF 2 million.

### *Approval of prospectus for public offering:*

If and to the extent the Notes will be publicly offered, directly or indirectly, in Switzerland in the meaning of the FinSA, or if the Notes were admitted to trading to a Swiss trading venue (e.g. SIX Swiss Exchange), a prospectus pursuant to the requirements of Article 40 et seq. FinSA would be required as from 1 December 2020. Such requirement may be met on the basis of (i) an automatic recognition of this Base Prospectus in Switzerland under the rules of the FinSA by way of a notification of, and a registration of the Base Prospectus with, a FinSA Prospectus Office pursuant to the rules of the FinSA, as implemented by the relevant FinSA Prospectus Office and (ii) depositing the relevant Final Terms with the FinSA Prospectus Office. Such a registration pursuant to (i) would be possible for a Base Prospectus that is approved by the Central Bank of Ireland, as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"), i.e. for any Notes other than Exempt Notes.

Except where the Base Prospectus is registered with the FinSA Prospectus Office under the rules of the FinSA, neither this Programme nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Programme nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland, unless the requirements of FinSA and FinSO for such public distribution are complied with or, for the transitional period until 1 December 2020, unless either (1) the Notes are structured products in the sense of Article 70 FinSA offered to Retail Clients on the basis of a Swiss Simplified Prospectus prepared according to the rules of the CISA or (2) if the Notes are not structured products in the sense of Article 70 FinSA, they are offered on the basis of a prospectus prepared in accordance with Article 1156 in connection with 652a of the Swiss Code of Obligations.

Without a registration of the Base Prospectus with a FinSA Prospectus Office pursuant to the rules of the FinSA, from 1 December 2020, the Notes may only be offered, sold or advertised, directly or indirectly, in, into or from Switzerland if the Notes (a.) are addressed solely at investors classified as Professional or Institutional Clients;

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

(b.) are addressed at fewer than 500 Retail Clients; (c.) are addressed at investors acquiring securities to the value of at least CHF 100,000; (d.) have a minimum denomination per unit of CHF 100,000; or (e.) do not exceed a total value of CHF 8 million over a 12-month period.

### **Portugal**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) no document, circular, advertisement or any offering material in relation to the Notes has been or will be subject to approval by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*, the "CMVM");
- (b) it has not, without the prior approval of the CMVM, directly or indirectly taken any action or offered, advertised, submitted to an investment gathering procedure, sold or delivered and will not, without the prior approval of the CMVM, directly or indirectly offer, advertise, submit to an investment gathering procedure, sell, re-sell, re-offer or deliver any Notes in circumstances which could qualify as a public offer (*oferta pública*) of securities pursuant to the Portuguese Securities Code (*Código dos Valores Mobiliários*, the "CVM");
- (c) it has not, directly or indirectly, distributed and will not, directly or indirectly, distribute to the public in the Republic of Portugal the Base Prospectus or any document, circular, advertisements or any offering material in relation to the Notes, without the prior approval of the CMVM; and
- (d) it will comply with all applicable provisions of the CVM and any applicable CMVM regulations and all relevant Portuguese laws and regulations, in any such case that may be applicable to it in respect of any offer or sales of Notes by it in the Republic of Portugal.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall comply with all applicable laws and regulations in force in the Republic of Portugal and with the Prospectus Regulation regarding the placement of any Notes in the Portuguese jurisdiction or to any entities which are resident in the Republic of Portugal, including the publication of a prospectus, when applicable, and that such placement shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

### **Germany**

The Notes have not been and will not be offered, sold or publicly promoted or advertised in the Federal Republic of Germany other than in compliance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*), as amended, or any other laws applicable in the Federal Republic of Germany governing the issue, offering and sale of securities.

### **Sweden**

For selling restrictions in respect of Sweden, please see "*Prohibition of Sales to EEA Retail Investors*" above.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not been offered or sold and will not be offered, sold or delivered directly or indirectly in the Kingdom of Sweden by way of a public offering, unless in compliance with the Swedish Financial Instruments Trading Act, (SFS 1991:980 om handel med finansiella instrument).

### **Finland**

For selling restrictions in respect of Finland, please see "*Prohibition of Sales to EEA Retail Investors*" above.

This Base Prospectus has not been filed with or approved by the Finnish Financial Supervisory Authority. The Notes may only be offered or sold in compliance with all applicable provisions of the laws of Finland and especially in compliance with the Finnish Securities Market Act (arvopaperimarkkinalaki (746/2012), as amended) and any regulation or rule made thereunder, as supplemented and amended from time to time.

### **Hong Kong**

Each Dealer has acknowledged and agreed, and each further Dealer appointed under the Programme will be required to acknowledge and agree, that the Notes have not been authorised by the Securities and Futures

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

Commission of 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 Notes (except for Notes which are "structured products" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("**Securities and Futures Ordinance**")) other than (a) to "professional investors" as defined in the Securities and Futures Ordinance 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 (Winding Up and Miscellaneous Provisions) 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 Notes, 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 Notes 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.

### Taiwan

The Notes may not be sold offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase by such investors outside Taiwan so long as no solicitation or other activities take place (A) in Taiwan or (B) otherwise in violation of any applicable Taiwan law or regulation and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products under which rules the Notes have been registered in Taiwan or other applicable Taiwan law or regulation.

### Republic of Korea

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in the Republic of Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in the Republic of Korea or to any resident of the Republic of Korea except pursuant to the applicable laws and regulations of the Republic of Korea, including the FSCMA and the Foreign Exchange Transaction Law (the "**FETL**") and the decrees and regulations thereunder. The Notes may not be resold to South Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Notes.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, any Notes in the Republic of Korea or to any resident of the Republic of Korea and will not offer, sell or deliver directly or indirectly or offer or sell to any person for re-offering or resale, directly or indirectly, any Notes in the Republic of Korea or to any resident of the Republic of Korea, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FSCMA, FETL and other relevant laws and regulations of the Republic of Korea.

### Chile

The Issuer and the Notes have not been, and will not be, registered with the Chilean Commission for the Financial Market (*Comisión para el Mercado Financiero*, "**CMF**") pursuant to Law No. 18.045 (Ley de Mercado de Valores, "**Securities Market Act**"), as amended, of the Republic of Chile and, accordingly, no person shall offer or sell the notes within Chile or to, or for the account or benefit of, persons in Chile except in circumstances which have not resulted and will not result in a public offering and/or in the conduct of intermediation (*funciones de intermediación*) within the meaning of Chilean law.

The offer of any Notes pursuant to this Base Prospectus begins on the date of issuance of the relevant Issue Terms. Any such offer of Notes complies with General Rule N°. 336 of the CMF. Since the Notes to which an offer relates have not been registered in the Foreign Securities Registry of the CMF, they are not subject to the supervision of such entity. As any offer of Notes pursuant to this Base Prospectus does not relate to registered securities, there is no obligation on the Issuer to deliver in Chile public information regarding the Notes. The Notes may not be publicly offered in Chile as long as they are not registered in the corresponding Securities Registry. The above paragraph has to be reproduced in Spanish in order to comply with the General Rule N°.

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

336. Therefore, the following paragraph is only a translation into Spanish of this paragraph's disclaimers and does not contain any additional statement.

*Esta oferta comienza el día que se emitan los Issue Terms. Esta oferta de valores cumple con la Norma de Carácter General 336 de la CMF. Dado que esta oferta versa sobre valores no inscritos en el Registro de Valores Extranjeros que lleva dicha Comisión, tales valores no están sujetos a la fiscalización de ésta. Como esta oferta de valores se refiere a valores no inscritos, no existe la obligación por parte de su emisor de entregar en Chile información pública respecto de dichos valores. Estos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el Registro de Valores correspondiente.*

### **Colombia**

Each Dealer has represented and agreed that the Notes have not and will not be marketed, offered, sold or distributed in Colombia or to Colombian residents except in circumstances which do not constitute a public offer of securities in Colombia within the meaning of article 6.1.1.1.1 of Decree 2555 of 2010 as amended from time to time. The offer of the Notes is addressed to less than one hundred specifically identified investors. The material in this Base Prospectus is for the sole and exclusive use of the addressee as a determined individual/entity and cannot be understood as addressed for the use of any third party, including any of such party's shareholders, administrators or employees, or by any other third party resident in Colombia. The information contained in this Base Prospectus is provided for illustrative purposes only and no representation or warranty is made as to the accuracy or completeness of the information contained herein. Accordingly, the Notes will not be publicly offered, marketed or negotiated in Colombia through promotional or advertisement activities (as defined under Colombian law) except in compliance with the requirements of the Colombian Financial and Securities Market Regulation (Decree 2555 of 2010, Law 964 of 2005 and Organic Statute of the Financial System) as amended and restated, and decrees and regulations made thereunder. Each Dealer has acknowledged that the Notes listed in the Base Prospectus have not been registered in the National Securities and Issuer's Registry (*Registro Nacional de Valores y Emisores*) of the Colombian Financial Superintendence (*Superintendencia Financiera de Colombia*) or with any Colombian securities exchange or trading system, and therefore it is not intended for any public offer of the Notes in Colombia.

Investors acknowledge the Colombian laws and regulations (specifically foreign exchange and tax regulations) applicable to any transaction or investment consummated in connection with this Base Prospectus and represent that they are the sole liable party for full compliance with any such laws and regulations.

The investors represent that the investment in the Notes is a permitted investment for them under their corporate bylaws and/or particular investment regime that may be applicable.

### **Peru**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not and will not be placed, offered, sold, disposed of or distributed in Peru, except in circumstances which do not constitute a public offer of securities in Peru within the meaning of Peruvian securities laws and regulations. Accordingly, the Notes will not be the subject of a duly diffused invitation for subscription, acquisition or purchase of the Notes in Peru, pursuant to the Peruvian Securities Market Law, Supreme Decree No. 093-2002-EF, as amended and restated.

The Notes may only be offered in Peru, under private offerings, complying with the Securities Market Law and the regulations that govern the investment policy of institutional investors such as, but not restricted to, banking and other financial entities, insurance entities, private pension fund managers, open ended and close ended collective investment schemes.

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been subject to review by the Securities Market Superintendence (*Superintendencia del Mercado de Valores, "SMV"*) and has not been registered with the Peruvian Securities Market Public Registry, therefore it is not intended for any public offer of the Notes in Peru. If the Notes were to be offered under private offerings in Peru, regulations do not impose reporting obligations with SMV, to any of the Issuer or the Dealers.

### **Venezuela**

No public offering of Notes has been authorised by the National Securities Superintendence (*Superintendencia Nacional de Valores -"SNV"*). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (i) it shall not offer and/or sell Notes in Venezuela by means of a public offering, without obtaining the prior authorisation of SNV in accordance with the relevant

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

provisions of the Securities Markets Act of 30 December 2015 (*Decreto Ley de Mercado de Valores*) and (ii) any offer has not been and will not be made available to the public, without the prior authorisation of SNV.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

### Russia

Each Dealer has represented and agreed, and each further dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold or transferred or otherwise disposed of and will not offer or sell or transfer or otherwise dispose of any Notes to or for the benefit of any persons (including legal entities) resident, incorporated, established or having their usual residence in the Russian Federation or to any person located within the territory of the Russian Federation unless and to the extent otherwise permitted under Russian law. Since neither the issuance of the Notes nor a securities prospectus in respect of the Notes has been registered, or is intended to be registered, with the Central Bank of Russia (the "CBR") and no decision to admit the Notes to placement or public circulation in the Russian Federation has been made, or is intended to be made, by the CBR or a Russian stock exchange, the Notes are not eligible for initial offering or public circulation in the Russian Federation and may not be sold or offered in the Russian Federation unless and to the extent otherwise permitted under Russian law. No information set forth in the Notes related materials sold by any distributor shall be an offer, advertisement or invitation to make offers, to sell, exchange or otherwise transfer, the Notes in the Russian Federation or to or for the benefit of any Russian person or entity and must not be distributed or circulated in the Russian Federation, unless and to the extent otherwise permitted under Russian law.

### IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF NOTES

#### Restrictions on Non-exempt offers of Notes in relevant Member States

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**". This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes in each Member State in relation to which the Issuer has given its consent as specified in the applicable Final Terms (each specified Member State a "**Non-exempt Offer Jurisdiction**" and together the "**Non-Exempt Offer Jurisdictions**"). Any person making or intending to make a Non-exempt Offer of Notes on the basis of this Base Prospectus must do so only with the Issuer's consent to the use of this Base Prospectus as provided under "*Consent given in accordance with Article 5 of the Prospectus Regulation*" and provided such person complies with the conditions attached to that consent.

Save as provided above, none of the Issuer, the Guarantor or any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

#### Consent given in accordance with Article 5 of the Prospectus Regulation

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

None of the Issuer, the Guarantor or any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuer or the Dealers has any responsibility or liability for the actions of that Authorised Offeror.

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

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

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

### *Consent*

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

- (i) the relevant Dealer(s) or Manager(s) stated in the applicable Final Terms;
- (ii) any financial intermediaries specified in the applicable Final Terms; and
- (iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Guarantor's website ([www.bbva.com](http://www.bbva.com)) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer.

The financial intermediaries referred to in paragraphs (ii) and (iii) above are together the "**Authorised Offerors**" and each an "**Authorised Offeror**".

### *Conditions to Consent*

The conditions to the Issuer's consent to the use of this Base Prospectus in the context of the relevant Non-exempt Offer are that such consent:

- (i) is only valid during the Offer Period specified in the applicable Final Terms; and
- (ii) only extends (as at the date of this Base Prospectus) to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in Ireland.

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

As of the date of this Base Prospectus, the only relevant Member State which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any relevant Member States are so specified) as indicated in (ii) above, will be Ireland, and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in Ireland, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

## ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NONE OF THE ISSUER, THE GUARANTOR OR, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.**

**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR SHOULD BE AWARE THAT INFORMATION ON THE TERMS AND CONDITIONS OF THE NON-EXEMPT OFFER BY ANY AUTHORISED OFFEROR SHALL BE PROVIDED AT THE TIME OF THE NON-EXEMPT OFFER BY SUCH AUTHORISED OFFEROR. ANY AUTHORISED OFFEROR USING THIS BASE PROSPECTUS FOR THE NOTES CONCERNED FOR THE PURPOSE OF ANY OFFERING MUST STATE ON ITS WEBSITE THAT IT USES THIS BASE PROSPECTUS IN ACCORDANCE WITH THE CONSENT GIVEN AND THE CONDITIONS ATTACHED THERETO.**

### *Non-Exempt Offers: Issue Price and Offer Price*

Notes to be offered pursuant to a Non-Exempt Offer will be issued by the Issuer at the Issue Price specified in the applicable Final Terms. The Issue Price will be determined by the Issuer in consultation with the relevant Dealer at the time of the relevant Non-Exempt Offer and will depend, amongst other things, on prevailing

## **SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS**

market conditions at that time. The offer price at which the Authorised Offeror will offer such Notes to the Investor will be the Issue Price or (where agreed with the relevant Dealer) such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Notes to such Investor. Neither the Issuer nor the Guarantor will be party to arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Notes to such Investor.

## **GENERAL INFORMATION**

### **GENERAL INFORMATION**

#### **1. Authorisation**

The establishment and update of the Programme and the issue of Notes have been duly authorised by resolutions of the sole shareholder of BBVA Global Markets B.V. and of the Directors of BBVA Global Markets B.V. dated 10 November 2009, 23 November 2010, 30 November 2011, 21 June 2012, 8 July 2013, 9 July 2014, 8 July 2015, 15 July 2016, 21 July 2017, on 17 June 2019, on 17 June 2020, and on 20 January 2020. The giving of the Guarantee has been duly authorised by a resolution of the Board of Directors of the Guarantor dated on 17 June 2020.

In relation with BBVA Global Securities B.V., the establishment and update of the Programme and the issue of Notes have been duly authorised by resolutions of the sole shareholder of BBVA Global Securities B.V. and of the Directors of BBVA Global Securities B.V. dated 20 January 2020. The giving of the Guarantee has been duly authorised by a resolution of the Board of Directors of the Guarantor dated on 17 June 2020.

#### **2. Listing of Notes**

Application has been made to Euronext Dublin for the Notes issued under the Programme during the period of twelve months after the date of this Base Prospectus to be admitted to the Official List and trading on its regulated market. At the date of filing of the Base Prospectus, BBVA Global Markets B.V. has securities of the same class as the Notes to be issued under the Programme listed on the following markets: Euronext Dublin, AIAF, Vienna Stock Exchange and Luxembourg Stock Exchange.

This Base Prospectus has been approved by the Central Bank, as competent authority under the Prospectus Regulation. The Central Bank only approves this Base Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Regulation.

3(a)(2) Notes will not be listed on any securities exchange or quotation system in the United States.

#### **3. Documents Available**

For twelve months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from <https://shareholdersandinvestors.bbva.com/debt-investors/issuances-programs/> in the case of the documents listed at (vii) and (viii) or, in the case of the documents listed at (i), (ii), (iii), (iv) and (vi) below, on the indicated websites below or in the case of the documents listed at (v) below, in physical form from the specified office of the Principal Paying Agent for the time being in London:

- (i) the Deed of Incorporation including the articles of association of each Issuer and the bylaws (with an English translation thereof) of each Issuer and the Guarantor (<https://shareholdersandinvestors.bbva.com/debt-investors/issuing-companies/>);
- (ii) the audited financial statements of BBVA Global Markets B.V. for the financial years ended 31 December 2019 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets\\_Audited-Financial-Statements-2019\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets_Audited-Financial-Statements-2019_Eng.pdf)) and 31 December 2018 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets\\_Audited-Financial-Statements-2018\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets_Audited-Financial-Statements-2018_Eng.pdf));
- (iii) the unaudited interim report corresponding to the nine month period ended 30 September 2020 published by the Guarantor on 30 October 2020 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/10/301020InformeResultados3Q20\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/10/301020InformeResultados3Q20_Eng.pdf)), the unaudited interim report corresponding to the six month period ended 30 June 2020 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Interim-Accounts-June\\_2020.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Interim-Accounts-June_2020.pdf)), the unaudited interim report corresponding to the three month period ended 31 March 2020 published by the Guarantor on 30 April 2020 ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/04/30042020InformeResultados1Q20\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/04/30042020InformeResultados1Q20_Eng.pdf)), the audited consolidated financial statements in respect of the financial years ended on 31 December 2019 (which includes for comparison purposes financial data for the years ended on 31 December 2018 and on 31 December 2017) ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Annual-Report-2019\\_Eng.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2020/11/BBVA-Global-Markets-Annual-Report-2019_Eng.pdf)).

## **GENERAL INFORMATION**

- [content/uploads/2020/01/5.Anual\\_Report\\_BBVA\\_GROUP\\_2019.pdf](content/uploads/2020/01/5.Anual_Report_BBVA_GROUP_2019.pdf)) and 31 December 2018, with an English translation thereof, together with the audit report prepared in connection therewith ([https://shareholdersandinvestors.bbva.com/wp-content/uploads/2019/02/5.Anual\\_Report\\_BBVA\\_GROUP\\_2018.pdf](https://shareholdersandinvestors.bbva.com/wp-content/uploads/2019/02/5.Anual_Report_BBVA_GROUP_2018.pdf));
- (iv) the most recently published audited annual financial statements of BBVA Global Markets B.V. (if any) and the Guarantor and the most recently published condensed interim consolidated financial statements (if any) of BBVA Global Markets B.V. and the Guarantor (in each case with an English translation thereof), in each case together with any audit or review reports prepared in connection therewith. The Guarantor currently prepares unaudited interim reports on a quarterly basis and audited (under auditing standards generally accepted in Spain) consolidated interim reports on a semi-annual basis (<https://shareholdersandinvestors.bbva.com/financials/>);
  - (v) the Programme Agreement, the Agency Agreement, the Deed of Covenant, the Deed Poll and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
  - (vi) the Guarantee (<https://shareholdersandinvestors.bbva.com/debt-investors/issuing-companies/>)
  - (vii) a copy of this Base Prospectus; and
  - (viii) any future base prospectus, prospectuses and supplements.

This Base Prospectus, together with any supplements thereto, will be published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)), and will also be available at <https://shareholdersandinvestors.bbva.com/debt-investors/issuances-programs/>. The Issue Terms will be published on the exchange where the Notes are admitted to listing and trading.

### **4. Clearing Systems**

The Book-Entry Notes to be listed into a Spanish regulated market will be accepted for clearance through Iberclear. The appropriate ISIN for each Tranche of Notes allocated by Iberclear will be specified in the applicable Final Terms.

The address of Iberclear is Plaza de la Lealtad, nº 1, 28014 Madrid, Spain.

The Notes may be accepted for clearance through Euroclear and Clearstream, Luxembourg (which are in charge of keeping the records). The appropriate common code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the Issue Terms. In addition, application may be made for any Registered Notes to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of such Registered Notes, together with the relevant ISIN and (if applicable) common code, will be specified in the Issue Terms. If Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the Issue Terms. The address of CREST is Euroclear UK & Ireland Limited, 33 Cannon Street, London, EC4M 5SB.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II B-120 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JK Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York 10041, United States of America.

The Notes may be accepted for clearance through Euroclear and Clearstream, Luxembourg (which are entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Issue Terms. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855, Luxembourg Iberclear.

If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Issue Terms.

### **5. Conditions for determining price**

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **6. Yield**

## **GENERAL INFORMATION**

In relation to any Tranche of Fixed Rate Notes which are to be admitted to trading on a regulated market, an indication of the yield in respect of such Notes will be specified in the Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the Issue Price and on the assumption that the Notes are not subject to early redemption or cancellation or, if applicable, no Credit Event occurs. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

### **7. Significant or Material Change**

Save as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Group since 30 June 2020 and there has been no material adverse change in the prospects of BBVA Global Markets B.V. since 31 December 2019.

Save as disclosed in this Base Prospectus, there has been no significant change in the financial performance or the financial position of the Group since 30 September 2020 and there has been no significant change in the financial or trading position of BBVA Global Markets B.V. since 30 June 2020.

### **8. Litigation**

There are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is 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 Issuer.

As of the date hereof, the Guarantor and its subsidiaries are involved in a number of legal and regulatory actions and proceedings in various jurisdictions around the world (including, among others, Spain, Mexico and the United States). See "*Risk Factors—The Group is party to a number of legal and regulatory actions and proceedings.*"

### **9. Auditors**

KPMG Accountants, N.V., Laan van Langerhuize 1, 1186 DS Amstelveen, the Netherlands audited the accounts of BBVA Global Markets B.V. for the financial year ended on 31 December 2018 and 31 December 2019. The auditors of BBVA Global Markets B.V. are Chartered Accountants and a member of the Royal Netherlands Institute of Chartered Accountants (Koninklijke Nederlandse Beroepsorganisatie van Accountants).

KPMG Auditores, S.L. (registered as auditors on the *Registro Oficial de Auditores de Cuentas*), Paseo de la Castellana, 259 C, 28046 Madrid, Spain audited the Guarantor's financial statements, for the financial year ended on 31 December 2018 and on 31 December 2019 (which includes for comparison purposes financial data for the years ended on 31 December 2017 and 2016 and on 31 December 2017 and 2018, respectively) prepared in accordance with Bank of Spain Circular 4/2017, dated 27 November 2017, and as amended thereafter (in the following, "**Circular 4/2017**"), and with any other legislation governing financial reporting applicable to the Guarantor.

### **10. Post-issuance information**

Save as set out in the Issue Terms, the Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

### **11. Dealer transacting with the Issuer and the Guarantor**

The Issuer, the Dealer and the Guarantor are part of the same group. Accordingly, these entities engage, and will engage, in investment banking and/or commercial banking transactions with, and perform other services for, the Group in the ordinary course of business.

### **12. Credit Ratings**

The Programme is rated A- by Standard & Poor's Credit Market Services Europe Limited ("S&P Global") and A3 by Moody's Investors Services España, S.A. ("Moody's"). The Guarantor has been rated A- by S&P Global, A3 by Moody's and A- by Fitch Ratings España, S.A.U. ("Fitch"). BBVA Global Markets B.V. has been rated A- by S&P Global. Each of S&P Global, Moody's and Fitch is established in the European Union and is registered under the CRA Regulation. As such, each of S&P

## **GENERAL INFORMATION**

Global, Moody's and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority ("ESMA") on its website (at <http://www.esma.europa.eu/page/List-registered-andcertified-CRAs>) in accordance with such CRA Regulation. Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the Issue Terms and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Credit Ratings stated above have the following meanings according to the relevant rating agencies:

### S&P Global

An obligor rated "A" has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in higher-rated categories.

An S&P Global negative outlook means that a rating may be lowered. (Source: [https://www.standardandpoors.com/en\\_US/web/guest/article/-/view/sourceId/504352](https://www.standardandpoors.com/en_US/web/guest/article/-/view/sourceId/504352))

### Moody's

Obligations rated "A" are considered upper-medium-grade and are subject to low credit risk. (Source: [https://www.moodys.com/Pages/amr002002.aspx?stop\\_mobi=yes](https://www.moodys.com/Pages/amr002002.aspx?stop_mobi=yes))

### Fitch

"A" ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. (Source: <https://www.fitchratings.com/products/rating-definitions#rating-scales>)

## **13. Important information**

Euroclear Bank S.A./N.V. ("Euroclear") and Clearstream Banking, S.A. ("Clearstream, Luxembourg" and, together with Euroclear, the "European Clearing Systems") have arranged certain procedures to facilitate the Issuer, the Guarantor and the Principal Paying Agent (as defined on page 53) in the collection of the details referred to under "Spanish Tax Rules" from holders of the Notes. If any European Clearing System is, in the future, unable to facilitate the collection of such information, it may decline to allow any or all Series of the Notes to be cleared through such European Clearing System and this may affect the liquidity of such Notes. Provisions have been made for the Notes, in such a case, to be represented by definitive Notes (see "*Form of Notes*"). The procedures agreed and described in the Agency Agreement dated 9 February 2021 (the "Agency Agreement") may, in the future, be amended to comply with Spanish tax law and regulations and operational procedures of the European Clearing Systems. The Guarantor and the Issuer may from time to time, at their discretion, appoint an agent to intermediate with the European Clearing Systems in the provision of such information. Details of any such appointment will be set out in the Issue Terms.

In the case of any Notes which are held in The Depository Trust Company ("DTC"), the Issuer and the Guarantor may agree procedures with DTC and, if necessary, an intermediary agent appointed by the Issuer and the Guarantor to facilitate the collection of such details. Any such procedures will be summarised in the Issue Terms and otherwise made available to holders of the relevant Notes as described in the Issue Terms.

## **14. Presentation of financial information**

### Accounting principles

Under Regulation (EC) no. 1606/2002 of the European Parliament and of the Council of 19 July 2002, all companies governed by the law of an EU Member State and whose securities are admitted to trading on a regulated market of any Member State must prepare their consolidated financial statements for the years beginning on or after 1 January 2005 in conformity with International Financial Reporting Standards adopted by the European Union ("EU-IFRS"). The Bank of Spain issued Circular 4/2004 of 22 December 2004 on Public and Confidential Financial Reporting Rules and Formats (as amended or supplemented from time to time, "Circular 4/2004"), which requires Spanish credit institutions to adapt their accounting system to the principles derived from the adoption by the European Union of EU-IFRS.

## GENERAL INFORMATION

BBVA's consolidated financial statements as at and for each of the years ending 31 December 2019, 31 December 2018, 31 December 2017 and 31 December 2016 (the "**Consolidated Financial Statements**"), have been prepared in accordance with EU-IFRS reflecting Circular 4/2004 and any other legislation governing financial reporting applicable to the Group and in compliance with the International Financial Reporting Standards issued by the International Accounting Standards Board ("**IFRS-IASB**").

- "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;
- "US dollars", "US\$" and "\$" refer to United States dollars; and
- "GBP" and "£" refer to pounds sterling.

### Financial information

The following principles should be noted in reviewing the financial information contained in this Base Prospectus:

- Unless otherwise stated, any reference to loans refers to both loans and leases.
- Interest income figures include interest income on non-accruing loans to the extent that cash payments have been received in the period in which they are due.
- Financial information with respect to subsidiaries may not reflect consolidation adjustments.
- Certain numerical information in this Base Prospectus may not sum due to rounding. In addition, information regarding period-to-period changes is based on numbers which have not been rounded.

## **ISSUERS**

### **BBVA Global Markets B.V.**

Calle Saucedo, 28  
Edificio Asia  
28050 Madrid  
Spain

### **BBVA Global Securities B.V.**

Calle Saucedo, 28  
Edificio Asia  
28050 Madrid  
Spain

## **GUARANTOR**

### **Banco Bilbao Vizcaya Argentaria, S.A.**

Plaza de San Nicolas, 4  
48005 Bilbao  
Spain

## **NEW YORK BRANCH**

### **Banco Bilbao Vizcaya Argentaria, S.A., New York Branch**

1345 Avenue of the Americas, 44th Floor  
New York, New York 10105  
United States of America

## **DEALERS**

### **Banco Bilbao Vizcaya Argentaria, S.A.**

Calle Azul, 4  
28050, Madrid  
Spain

### **BBVA Securities Inc.**

1345 Avenue of the Americas  
44<sup>th</sup> Floor, New York,  
NY 10105-0302,  
United States

**PRINCIPAL PAYING AGENT AND  
EXCHANGE AGENT**

**Deutsche Bank AG, London Branch**  
Winchester House, 1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

**CALCULATION AGENT AND DELIVERY  
AGENT**

**Banco Bilbao Vizcaya Argentaria, S.A.**  
Calle Azul, 4  
28050 Madrid  
Spain

**NEW YORK REGISTRAR AND TRANSFER  
AGENT**

**Deutsche Bank Trust Company Americas**  
60 Wall Street  
New York  
New York 10005  
United States

**LUXEMBOURG REGISTRAR AND TRANSFER  
AGENT**

**Deutsche Bank Luxembourg S.A.**  
2 Boulevard Konrad Adenauer  
L-1115 Grand Duchy of Luxembourg

**LEGAL ADVISERS TO THE ISSUER**

**AS TO ENGLISH LAW**

**Shearman & Sterling (London) LLP**

9 Appold Street London EC2A 2AP United Kingdom

**LEGAL ADVISERS TO THE ISSUER**

**AS TO NEW YORK LAW**

**Davis Polk & Wardwell LLP**

450 Lexington Avenue  
New York  
New York 10017  
United States