

SECURITIES NOTE RELATING TO GSSP EU BASE PROSPECTUS



BARCLAYS BANK IRELAND PLC
(Incorporated with limited liability in Ireland)

Legal Entity Identifier (LEI): 2G5BKIC2CB69PRJH1W31

Pursuant to the Global Structured Securities Programme

What is this document?

This securities note (the "**Securities Note**" or the "**Document**"), together with the Registration Document (as described below), constitutes a base prospectus drawn up as separate documents (the "**Base Prospectus**") for the purposes of Article 8 of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"). The Base Prospectus is one of a number of base prospectuses of Barclays Bank Ireland PLC (the "**Issuer**") which relate to the Issuer's Global Structured Securities Programme (the "**Programme**"). The Base Prospectus (as may be supplemented from time to time) is valid for 12 months after its approval and will expire on 12 June 2027. The obligation to supplement a prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in it does not apply when the prospectus is no longer valid.

What is the Registration Document?

The Issuer's registration document 5/2026 dated 10 April 2026 (as may be supplemented from time to time, the "**Registration Document**") has been approved by the Central Bank of Ireland (the "**Central Bank of Ireland**") pursuant to the EU Prospectus Regulation. The Registration Document provides a description of the Issuer's business activities as well as certain financial information and material risks faced by the Issuer. The Registration Document and the supplements thereto are available for viewing at: <https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/bbi-structured-securities-prospectuses/>.

Who is the Issuer?

The Issuer of the Securities (as defined below) is Barclays Bank Ireland PLC. The payment of an amount and delivery of property due under the Securities is subject to the Issuer's financial position and its ability to meet its obligations.

On 21 January 2026, the Issuer announced that it has commenced the implementation of its planned re-domiciliation from Ireland to France (the "**Re-domiciliation**"). The Issuer intends to effect the Re-domiciliation by changing its corporate form to a "Societas Europaea" ("**SE**"), followed by a transfer of its registered office.

The proposed change of the Issuer's corporate form is intended to be effected via a court approved merger process (the "**Merger**") between the Issuer and Barclays ADF SA ("**Barclays ADF**"), a subsidiary of Barclays Bank PLC, with the Issuer as the surviving company. As a consequence and upon the Merger coming into effect, the Issuer will be converted into an SE and registered with the Irish Companies Registration Office under the name "Barclays Europe SE". Notice of the draft terms of Merger between the Issuer and Barclays ADF was published in *Bulletin Officiel des Annonces Civiles et Commerciales* and the Irish CRO Gazette on 9 January 2026 and 21 January 2026 respectively.

Following completion of the Merger, expected in the fourth quarter of 2026, the Issuer intends to apply to the Irish Companies Registration Office for the transfer of its registered office to Paris under the specific EU and local law regimes applicable to an SE.

The Re-domiciliation will be subject to certain conditions, including regulatory approvals (including approval from *Autorité de Contrôle Prudentiel et de Résolution*, *Autorité de Marchés Financiers*, and the European Central Bank) and the sanction of the Irish and French commercial courts. It is expected to be completed in the first half of 2027.

What type of Securities may be offered under this Base Prospectus?

Securities offered under the Base Prospectus may be in the form of notes (the "**Notes**"), redeemable certificates (the "**Redeemable Certificates**") or exercisable certificates (the "**Exercisable Certificates**" and together with Redeemable Certificates, "**Certificates**", and together with Redeemable Certificates and Notes, the "**Securities**"). Securities may (a) have a scheduled maturity, (b) be listed and traded on a regulated (or other) market, or not listed or traded, (c) be non-interest bearing or bear fixed or floating rate interest or other variable interest or coupon, (d) have interest and/or redemption amounts which are dependent on the performance of one or more "Underlying Assets" (as described below), (e) be settled by way of cash payment or physical delivery and (f) provide that the scheduled settlement amount payable could be as low as zero or else provide some level of minimum scheduled settlement amount payable at maturity (subject to the credit risk of the Issuer). See also the "Commonly Asked Questions" and in particular Commonly Asked Question No. 2 (*What type of Securities can be issued under this Base Prospectus?*).

How do I use the Base Prospectus?

The Base Prospectus, together with certain other documents listed within, is intended to provide you with information necessary to enable you to make an informed investment decision before purchasing any Securities. Before investing in the Securities, you should carefully read this Document (including the documents incorporated by reference within it), the Registration Document and the Issue Terms (as described below) in respect of the relevant Securities, including the description of the risks relating to the Securities and to the Issuer. This Document includes certain information in respect of the Securities together with other general information such as information about the material risks relating to investing in Securities (see "**Risk Factors**" below) and a list of commonly asked questions and replies (see "**Commonly Asked Questions**"). The Registration Document provides a description of the Issuer's business activities as well as certain financial information and material risks faced by the Issuer. See also "**Commonly Asked Questions**" and in particular Commonly Asked Question No. 6 (*What are the terms and conditions of the Securities?*).

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

The interest or coupon (in either case, if applicable) and final settlement terms of the relevant Securities under the Base Prospectus may be linked to the performance of one or more of the following types of 'Underlying Assets': equity indices, shares (including two or more shares which are attached to each other so that they trade as a single unit ("**Stapled Shares**")), depository receipts representing shares, exchange-traded funds, inflation indices, foreign exchange rates, reference rates (including term and overnight deposit floating rates, swap rates and interest rate indices), funds and/or other indices (of one or more types of component assets) sponsored by Barclays and referred to in this Document as "**Barclays Indices**" (including Barclays ESG Indices) or a combination of one or more such Underlying Asset, as shall be specified in the Issue Terms prepared in respect of the relevant Securities.

Will the Securities be listed on an exchange?

Securities offered under the Base Prospectus may be listed and traded on a regulated (or other) market, or not listed or traded on a regulated (or other) market. The Issue Terms prepared in respect of the relevant Securities will specify whether or not application will be made for the Securities to be listed and traded and, if so, on what market(s). See "**Listing and admission to trading**" below. See also Risk Factor 1.4 (*Your Securities may not have an active trading market and the Issuer may not be under any obligation to make a market or repurchase the Securities prior to redemption or cancellation*) and Commonly Asked Question No.2 (*What type of Securities can be issued under this Base Prospectus?*) and Commonly Asked Question No. 20 (*Will purchasers be able to sell their Securities?*) below.

What are the Final Terms?

A final terms document (the "**Final Terms**") shall be prepared in respect of each issue of Securities, save for Excluded Securities (as provided in '**What is a Pricing Supplement?**' below). The Final Terms will include other important information in relation to the particular issue of Securities such as, for example, payment and maturity dates, amounts, rates and (if applicable) the Underlying Asset(s) on which the return on the Securities will be dependent. See also "**Commonly Asked Questions**" and, in particular,

Commonly Asked Question No. 5 (*What information is included in the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement)?*).

What is a Pricing Supplement?

A separate pricing supplement document (the "**Pricing Supplement**") will be prepared in respect of each issue of Excluded Securities. "**Excluded Securities**" are Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the European Economic Area ("**EEA**") under the EU Prospectus Regulation; or (ii) which have terms (for example, payout terms) not strictly provided for under the terms herein but for which a separate prospectus (other than this Base Prospectus) is required to be published under the EU Prospectus Regulation for the public offering of such Securities in the EEA or the listing of such Securities on a regulated market in the EEA.

For purposes of Excluded Securities, each reference herein to "Base Prospectus" shall be construed instead to be to "Offering Memorandum". The Offering Memorandum does not constitute a base prospectus for the purposes of Article 8 of the EU Prospectus Regulation. **The Central Bank of Ireland has neither approved nor reviewed information contained herein in connection with Excluded Securities.** See also "*Excluded Securities*" in the "*General Description of the Programme*" section below.

What are "Issue Terms"?

"**Issue Terms**" means, when the term relates to:

- Securities other than Excluded Securities, the Final Terms prepared in respect of such Securities; and
- Excluded Securities, the Pricing Supplement prepared in respect of such Securities.

Important Notice

The Securities have not been, and will not be, registered, at any time, under the U.S. Securities Act of 1933. The Securities may not be offered, sold, transferred, pledged, assigned, delivered, exercised or redeemed within the United States or to, or for the account or benefit of, any U.S. person. See also "*United States selling restrictions*" and "*Purchase and Sale*" below for further information in respect of restrictions and requirements for the offer, sale and purchase of the Securities.



12 June 2026

IMPORTANT INFORMATION

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

FOR ALL SECURITIES, IF ANY ACTION IS TAKEN BY THE RESOLUTION AUTHORITY AGAINST THE ISSUER OR IF THE ISSUER BECOMES INSOLVENT OR BANKRUPT OR OTHERWISE FAILS TO MAKE ITS PAYMENT OR DELIVERY OBLIGATIONS ON THE SECURITIES, YOU MAY LOSE SOME OR ALL OF YOUR ORIGINAL INVESTMENT.

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

Responsibility

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

Regulatory approval and passporting for the purposes of the EU Prospectus Regulation

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

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

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

The Central Bank of Ireland has provided the competent authorities of Belgium, Finland, France, Italy, Luxembourg, Malta, the Netherlands, Norway, Portugal, Spain and Sweden with a certificate of approval attesting that this Securities Note (and for the avoidance of doubt, the Base Prospectus) has been drawn up in accordance with the provisions of the EU Prospectus Regulation.

Listing and admission to trading

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

In addition, application may be made for a listing and admission to trading of Securities on the regulated market of the Luxembourg Stock Exchange, Euronext Paris, Euronext Brussels, Euronext Amsterdam, Malta Stock Exchange, NASDAQ Helsinki, NASDAQ Stockholm, NGM Nordic Derivatives Exchange (NDX), Oslo Stock Exchange, Borsa Italiana (in particular, the Electronic Bond Market organised and managed by Borsa Italiana), Bolsas y Mercados Españoles and/or Euronext Lisbon, as specified in the Issue Terms.

Application may also be made for a listing and/or admission to trading of Securities on the SIX Swiss Exchange and/or on the multilateral trading facility of EuroTLX, Euro MTF, the Nasdaq Structured Products MTF segment of Nasdaq First North Finland, Nasdaq Stockholm Structured Products MTF, NGM Nordic MTF, SeDeX, Vorxel and/or Euronext Access Milan as specified in the Issue Terms. The SIX Swiss Exchange and the multilateral trading facility of EuroTLX, Euro MTF, the Nasdaq Structured

Products MTF segment of Nasdaq First North Finland, Nasdaq Stockholm Structured Products MTF, NGM Nordic MTF, SeDeX, Vorvel and/or Euronext Access Milan are not regulated markets for the purposes of MiFID II.

Application may also be made for a listing and/or admission to trading on the Electronic Bond Market organised and managed by Borsa Italiana ("**MOT**") in compliance with the Rules of the Markets organised and managed by Borsa Italiana (*Regolamento dei mercati organizzati e gestiti da Borsa Italiana*) and any related instructions as amended from time to time. Application may also be made for Notes issued under the Programme to be admitted to trading on the multilateral trading facilities of (i) EuroTLX organised and managed by Borsa Italiana ("**EuroTLX**") in compliance with the Rules of EuroTLX Market (*Regolamento del Mercato EuroTLX*) and any related instructions as amended from time to time and/or (ii) Euronext Access Milan organised and managed by Borsa Italiana ("**Euronext Access Milan**") in compliance with the Rules of Euronext Access Milan Market (*Regolamento del Mercato Euronext Access Milan*) and any related instructions as amended from time to time.

Application may also be made for an admission to trading on (i) the multilateral trading facility of securitised derivative financial instruments organised and managed by Borsa Italiana ("the **SeDeX**") in compliance with SeDeX Market Rules (*Regolamento del Mercato SeDeX*) and related instructions, as amended from time to time, and/or (ii) on EuroTLX in compliance with the EuroTLX Market Rules (*Regolamento del Mercato EuroTLX*) and related instructions, as amended from time to time.

No compensation arrangements

Any failure by the Issuer to make payments or deliveries due under the Securities would not of itself give rise to any claim for compensation on the grounds of such a failure. You would not have a claim for compensation against the deposit guarantee scheme operated by the CBI or any other deposit protection insurance scheme or investor compensation scheme. For more information regarding Issuer risk, please see the section headed '*Risk Factors*' of the Registration Document.

No investment advice

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

Independent evaluation

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

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

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

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

the information contained or incorporated by reference into the Base Prospectus or set out in the Issue Terms.

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

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

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

Under the terms and conditions of the Securities, following the occurrence of certain events relating to the Issuer, (save for Belgian Securities) the Issuer's hedging arrangements, the Underlying Asset(s), taxation, the relevant currency or other matters, the Issuer or the Determination Agent may determine to take one of the actions available to it in order to deal with the impact of such event on the Securities or the Issuer or both. These actions may include (i) adjustment to the terms and conditions of the Securities (including, without limitation, replacement of the Reference Rate), (ii) substitution of the Underlying Asset(s) or (iii) early redemption or cancellation of the Securities. Any such discretionary determination by the Issuer or Determination Agent could have a material adverse impact on the value of and return on the Securities. See, in particular, 'Risk Factors' – risk factor 6.1 (*Risks associated with discretionary powers, or with respect to certain French Notes, decision-making powers, of the Issuer and the Determination Agent, including in relation to the Issuer's hedging arrangements*) below.

Distribution

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

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

United States selling restrictions

In relation to Securities which are being offered and sold outside the United States in reliance on Regulation S only, there are restrictions on the Issuer and its Affiliates (including Barclays Bank Ireland PLC in its role as Manager) making sales of Securities in the United States, including for market making purposes.

The Securities and, as applicable, the Entitlements have not been and will not be, at any time, registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States. The Securities may not at any time be offered or sold within the United States, or to, or for the account or benefit of any person who is (a) a U.S. person (as defined in Regulation S under the Securities Act ("**Regulation S**")) or (b) not a Non-United States person (as defined in Rule 4.7 under the U.S. Commodity Exchange Act of 1936, but excluding for purposes of subsection (D) thereof, the exception to the extent that it would apply to persons who are not Non-United States persons) (together "**U.S. persons**"). The Securities are only being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. Trading in the Securities and, as applicable, the Entitlements has not been approved by the U.S. Commodity Futures Trading Commission under the U.S. Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"), and the rules and regulations promulgated thereunder.

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

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

THE SECURITIES AND, AS APPLICABLE, THE ENTITLEMENTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF SECURITIES OR, AS APPLICABLE, ENTITLEMENTS OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Change of circumstances

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

Unauthorised representations and solicitations

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

Representations in relation to English Law Securities and Swiss Securities

If you purchase English Law Securities or Swiss Securities, you shall be deemed to have agreed to be bound by the exercise of any Bail-In Action by the Relevant Resolution Authority. See General Condition 7 (*Contractual acknowledgement of bail-in in respect of English Law Securities and Swiss Securities*).

Calculations and determinations

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

Use of a benchmark

Amounts payable under the Securities or assets deliverable under the Securities may be calculated or otherwise determined by reference to an index or a combination of indices. Any such index may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (as amended, the "**EU Benchmarks Regulation**"). If any such index constitutes a critical benchmark, significant benchmark, commodity benchmark subject to Annex II of the EU Benchmarks Regulation, EU Climate Transition Benchmark and EU Paris-Aligned Benchmark, the Issue Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to

Article 36 of the EU Benchmarks Regulation and whether a public notice has been included in the register with respect to such benchmark. Not every index will fall within the scope of the EU Benchmarks Regulation. Transitional provisions in the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Issue Terms. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Issue Terms to reflect any change in the registration status of the administrator.

Language

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

Definitions relating to Barclays entities

In this Document, "**Group**" or "**Barclays**" mean Barclays PLC together with its subsidiaries, the term "**BBPLC Group**" means Barclays Bank PLC together with its subsidiaries.

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GENERAL DESCRIPTION OF THE PROGRAMME

Description:	Global Structured Securities Programme ("Programme"). This Base Prospectus is one of a number of base prospectuses which relate to the Programme. Securities are issued under the Master Agency Agreement.
Issuer (and legislation under which the Issuer operates):	Barclays Bank Ireland PLC The Issuer is registered at the Companies Registration Office in Ireland under part 17 of the Companies Act 2014. The objects of the Issuer include amongst other things, to carry on the business of banking and to provide and undertake all manner of financial services (details may be found in clause 3 of the Memorandum of Association of the Issuer). On 21 January 2026, the Issuer announced that it has commenced the Re-domiciliation. The proposed change of the Issuer's corporate form is intended to be effected via a court approved Merger between the Issuer and Barclays ADE, with the Issuer as the surviving company. As a consequence and upon the merger coming into effect, the Issuer will be converted into an SE and registered with the Irish Companies Registration Office under the name "Barclays Europe SE". Following completion of the Merger, expected in the fourth quarter of 2026, the Issuer intends to apply to the Irish Companies Registration Office for the transfer of its registered office to Paris under the specific EU and local law regimes applicable to an SE. The Re-domiciliation is expected to be completed in the first half of 2027.
Managers:	Barclays Bank PLC, Barclays Bank Ireland PLC, Barclays Capital Securities Limited, the successor of any of these entities and/or any other Manager specified in the Issue Terms.
Issue and Paying and Transfer Agent:	The Bank of New York Mellon, London Branch.
Determination Agent:	Barclays Bank Ireland PLC, Barclays Bank PLC or Barclays Capital Securities Limited or the successor of any of these entities.
Status:	The Securities constitute direct, unsecured and unsubordinated obligations of the Issuer and rank equally among themselves (so called "<i>senior</i>"). The payment obligations of the Issuer under the Securities will rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer (except for such obligations as may be preferred by provisions of law that are both mandatory and of general application). The Securities do not evidence deposits of the Issuer. The Securities are not insured or guaranteed by any government or government agency.
FinSA Exempt Securities:	Securities not falling into the scope of the requirement to be issued under a prospectus in the sense of the Swiss Financial Services Act of 15 June 2018 ("FinSA") (hereinafter referred to as the "FinSA Exempt Securities")

	may be issued under the Programme, to the extent specified in the Issue Terms.
Listing:	Securities issued by the Issuer may (a) be listed and admitted to trading on a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of Council on markets in financial instruments (as may be amended from time to time), (b) listed on a market not regulated for such purpose, or (c) not listed on any market, in each case as shall be specified in the relevant Issue Terms. In relation to any Securities to be listed and admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (" Euronext Dublin "), application has been made to Euronext Dublin for such Securities to be admitted to the official list and trading on its regulated market for the period of 12 months from the date of the Base Prospectus.
Rating:	Securities may be unrated or rated.
Governing Law:	The Securities issued under this Base Prospectus shall be governed under English law, Irish law, French law or Swiss law, as specified in the applicable Issue Terms.
Issue Price:	The Issue Price may be par or at a discount to, or premium over, par or per Security or Unit. In respect of Securities tradable in units, the Issue Price may be any monetary amount per unit.
Currencies:	Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency.
Maturities/expiries:	Any maturity or expiry, subject to all applicable laws, regulations or directives.
Method of Issue:	The Securities will be issued in one or more series and each series may be issued in tranches on the same or different issue dates. The Securities of each series are intended to be interchangeable with all other Securities of that series.
Selling Restrictions:	The offer and sale of Securities may be restricted in certain jurisdictions.
Excluded Securities:	Excluded Securities are Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the EEA under the EU Prospectus Regulation; or (ii) which have terms (for example, payout terms) not strictly provided for under the terms herein but for which a separate prospectus (other than this Base Prospectus) is required to be published under the EU Prospectus Regulation for the public offering of such Securities in the EEA or the listing of such Securities on a regulated market in the EEA. Excluded Securities shall be issued by way of a pricing supplement (the " Pricing Supplement "). In respect of Excluded Securities, each reference herein to "Base Prospectus" shall be construed instead to be to "Offering Memorandum". The Offering Memorandum does not constitute a base prospectus for the purposes of Article 8 of the EU Prospectus Regulation. The Central Bank of Ireland has

**neither approved nor reviewed information contained
herein in connection with Excluded Securities.**

RISK FACTORS

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

With respect to Belgian Securities and French Securities, certain 'Risk Factors relating to the Securities' are amended as set out below.

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

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RISK WARNING

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

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

Investors are exposed to the credit risk of Barclays Bank Ireland PLC. As the Securities do not constitute a deposit and they are not protected under the deposit guarantee scheme operated by the Central Bank of Ireland or any other deposit protection insurance scheme, all payments and deliveries to be made by Barclays Bank Ireland PLC as Issuer under the Securities are subject to its financial position and its ability to meet its obligations. The Securities constitute unsubordinated and unsecured obligations of the Issuer and rank *pari passu* with each and all other current and future unsubordinated and unsecured obligations of the Issuer. Further, under the Bail-In Legislation (as defined in the terms and conditions of the Securities), if the relevant resolution authority has determined that Barclays Bank Ireland PLC is failing or likely to fail then, subject to certain other conditions being satisfied, Barclays Bank Ireland PLC may be subject to action taken by the resolution authority, including potentially the write down of claims of unsecured creditors of Barclays Bank Ireland PLC (potentially including claims of investors in the Securities) and the conversion of unsecured debt claims (potentially including the Securities) to other instruments (e.g. equity shares), the transfer of all or part of Barclays Bank Ireland PLC's business to another entity, or other resolution measures. The insolvency of Barclays Bank Ireland PLC and/or any action taken by the resolution authority may lead to a partial or total loss of the invested capital.

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

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

RISK FACTORS RELATING TO THE ISSUER AND THE BBPLC GROUP

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

The Issuer's principal activities are the provision of corporate and investment banking services to EU corporate entities, retail banking services in Italy and private banking services to EU clients and, as such, faces a variety of risks that are substantial and inherent in its businesses. These risks are described in the section 'Risk Factors' on pages 1 to 25 of the Registration Document (as supplemented).

RISK FACTORS RELATING TO THE SECURITIES

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

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

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

- (a) where permitted by applicable law, amounts with respect to commissions relating to the issue and sale of the Securities (if not already disclosed, information with respect to the amount of any such inducements, commissions and fees may be obtained from the Issuer or distributor upon request);
- (b) the estimated profit that the Issuer and its Affiliates expect to earn in connection with structuring the Securities;
- (c) internal funding rates (which are internally published borrowing rates based on variables such as market benchmarks, the Issuer's appetite for borrowing and the Issuer's existing obligations coming to maturity), which may vary from the levels at which the Issuer and its Affiliates benchmark debt securities trade in the secondary market;
- (d) the estimated cost which the Issuer or its Affiliates may incur in hedging the Issuer's obligations under the Securities; and
- (e) development and other costs which the Issuer or its Affiliates may incur in connection with the Securities.

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

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

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

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

The market value of your Securities may be affected by the volatility, level, value or price of the Underlying Asset(s) at the relevant time, changes in interest rates, the financial condition of the Issuer (whether such changes are actual or perceived) and credit ratings, the supply of and demand for the Securities, the time remaining until the

maturity or expiry of the Securities and other factors. Some of these factors are interrelated in complex ways; as a result, the effect of any one factor may be offset or magnified by the effect of another factor.

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

- Performance of the Underlying Asset(s). Amounts payable or property deliverable under the terms of the Securities may be linked to the change in value of one or more Underlying Asset(s). The market value of the Securities prior to maturity or prior to the relevant exercise date or period, as applicable, will likely depend substantially on the current level (or, in some cases, performance since the date on which the Securities were originally priced) of the Underlying Asset(s) relative to its initial level, value or price. If you decide to sell your Securities prior to maturity or expiry, when the current level, price or value of the Underlying Asset(s) at the time of sale is favourable relative to its initial level, value or price, you may nonetheless receive substantially less than the amount that would be payable at maturity or on exercise based on that level, value or price because of expectations that the level, value or price will continue to fluctuate until the final level, value or price is determined.

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

See also risk factor 4 (*Risks associated with Securities linked to one or more Underlying Asset(s)*).

- Volatility of the Underlying Asset(s). Volatility is the term used to describe the size and frequency of market fluctuations. If the volatility or the expectation of volatility of the Underlying Asset(s) or its or their components increases or decreases, the market value of the Securities may be adversely affected. A higher potential interest or coupon rate or yield may be associated with a higher expected volatility in the Underlying Asset(s) which may also be associated with a greater risk of losing some or all of your investment.
- Interest rates. The market value of the Securities will likely be affected by changes in interest rates. Interest rates also may affect the economy and, in turn, the value of the Underlying Asset(s) (if any) (or its components, if any), which would affect the market value of the Securities.
- Supply and demand for the Securities. In general, if the supply of the Securities increases and/or the demand for the Securities decreases, the market value of the Securities may be adversely affected. The supply of the Securities, and therefore the market value of the Securities, may be affected by inventory positions held by the Issuer or its Affiliates.
- The Issuer's, Barclays PLC's or the BBPLC Group's financial condition, credit ratings and results of operations. Actual or anticipated changes in the financial condition of the Issuer, Barclays PLC or the BBPLC Group, current credit ratings or results of operations may significantly affect the market value of the Securities. The significant difficulties experienced in the global financial system in recent periods and resulting lack of credit, lack of confidence in the

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

- Time remaining to maturity or expiry. A 'time premium' results from expectations concerning the future level, value or price of the Underlying Asset(s) during the period prior to the maturity or expiry of the Securities. As the time remaining to the maturity or expiry of the Securities decreases, this time premium will likely decrease, potentially adversely affecting the market value of the Securities. As the time remaining to maturity or expiry decreases, the market value of the Securities may be less sensitive to the expected volatility in the Underlying Asset(s). See risk factor 1.4 (*Your Securities may not have an active trading market and the Issuer may not be under any obligation to make a market or repurchase the Securities prior to redemption or cancellation*).
- Events affecting or involving the Underlying Asset(s). Economic, financial, regulatory, geographic, judicial, political and other developments that affect the level, value or price of the Underlying Asset(s), and real or anticipated changes in those factors, also may affect the market value of the Securities. For example, for Underlying Asset(s) composed of equity securities, the financial condition and earnings results of the share issuer, and real or anticipated changes in those conditions or results, may affect the market value of the Securities. In addition, speculative trading by third parties in the Underlying Asset(s) could significantly increase or decrease the level, value or price of the Underlying Asset(s), thereby exposing the Underlying Asset(s) to additional volatility which could affect the market value of the Securities.
- Exchange rates. Depending on the terms of the Securities, movements in exchange rates and the volatility of the exchange rates between the currency of denomination of the Securities and the currency of the Underlying Asset(s) (if different) may adversely affect the market value of the Securities.
- Issuer call right. During any period when the Issuer may elect to redeem or cancel the Securities, and potentially prior to this period, the market value of the Securities will generally not rise above the price at which they can be redeemed or cancelled.

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

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

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

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

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

The Issuer may list the Securities on a stock exchange but, in such case, the fact that such Securities are listed will not necessarily lead to greater liquidity. If Securities are not listed or traded on any exchange (in other words, (i) Securities that are offered by way of a public offer but are not listed and admitted to trading on a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of Council on markets in financial instruments (as may be amended from time to time) or listed on a market not regulated for such purpose, or (ii) Excluded Securities that are not listed on any such market), pricing information for such Securities may be more difficult to obtain and they may be more difficult to sell. The Issuer may discontinue any such listing at any time.

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

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

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

compared to funding levels for a similar term on the Issue Date, the more likely the secondary market price of the Securities would be positively affected (without taking into consideration the current value of the Underlying Asset(s)).

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

- (i) providing a large bid/offer spread determined by the Issuer in its commercially reasonable discretion by reference to the Issuer's own assessment of the risks involved in providing such secondary market;
- (ii) providing the timing that any secondary market quotation will remain open, or in any event, not longer than what the Issuer considers a reasonable time;
- (iii) requiring that normal market and funding conditions prevail at such date; and
- (iv) limiting the number of Securities in respect of which it is prepared to offer such secondary market.

In addition, Series of the Securities issued under this Programme may be subscribed (upon issuance) by the Issuer itself or by its affiliate(s) for resales on the secondary market thereafter on the basis of investors' demand. Accordingly, in these cases investors purchasing the relevant Securities should be aware that there may not be a liquid secondary market for the relevant Securities immediately. Even if a market does develop subsequently, it may not be liquid. Furthermore, investors should note that when subscribing the Securities the relevant Distributor may receive in consideration distribution commissions and selling concessions. In addition, the Issuer or one of its affiliates may act market maker, liquidity provider or specialist or perform other similar roles in connection with the Securities, including inter alia acting as intermediary performing the investment service of execution of orders; in such cases, the Issuer or one of its affiliates can purchase the Securities issued by itself. In light of the above circumstances potential conflicts of interest may exist between the Issuer and/or its affiliates acting in such capacity of owners/holders of the Securities and/or market maker, liquidity provider or specialist or intermediary on the one hand and investors in the Securities on the other.

The relevant market maker, liquidity provider or specialist may act by virtue of agreements entered into with the Issuer and/or the Manager/Distributor, pursuant to which such subjects undertake to sell the Securities on the secondary market at a price calculated on the basis of predetermined conditions and/or for a maximum predetermined quantity. Where the liquidity of the Securities is supported by one or more subjects operating on the secondary market, there is a risk that the purchase price of the Securities is influenced in a prevalent manner by the activity of such subjects if the purchase price is formulated on the basis of pre-determined criteria; in such a case, in fact, the price may not reflect all the market variables and may not be indicative of the same and may, therefore, be different than the price that would have been determined independently on the market.

However, the Issuer reserves the right to cancel some or all of the Securities held by the Issuer itself or by re-purchasing them from the relevant Securityholders at any time prior to the final maturity of the Securities. Accordingly, the aggregate nominal amount or number of Securities outstanding at any time may be significantly less than the nominal amount outstanding on the Issue Date, and this could have a negative impact on the investor's ability to sell the Securities in the secondary market.

Any such right of cancellation by the Issuer, shall be exercised in accordance with applicable laws, the terms and conditions of the Securities and the applicable rules of the relevant stock exchange(s) and markets, including as to notification.

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

1.5 There are risks related to additional issuance

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

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

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

1.7 The Issuer may withdraw, early terminate, extend, postpone the public offer at any time

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

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

In addition, under certain circumstances, the Issuer will have the right to extend the offer period and/or to postpone the originally designated issue date, and related payment dates.

The relevant Final Terms may also provide that the effectiveness of the offer of Securities is conditional upon admission to trading on the relevant regulated market or

multilateral trading facility indicated in the relevant Final Terms, occurring by the Issue Date. In such case, in the event that listing or admission to trading of the Securities does not take place by the Issue Date for whatever reason, the Issuer may withdraw the offer, the offer will be deemed to be null and void and the relevant Securities will not be issued. As a consequence, the potential investor will not receive any Securities, any subscription rights the potential investor has for the Securities will be cancelled and they will not be entitled to any compensation therefor.

The issue price and/or offer price of the Securities may include subscription fees, placement fees, direction fees, structuring fees and/or other additional costs. Any such fees and/or costs may not be taken into account for the purposes of determining the price of such Securities on the secondary market and could result in a difference between the original issue price and/or offer price, the theoretical value of the Securities, and/or the actual bid/offer price quoted by any intermediary in the secondary market. Any such difference may have an adverse effect on the value of the Securities, particularly immediately following the offer and the issue date relating to such Securities, where any such fees and/or costs may be deducted from the price at which such Securities can be sold by the initial investor in the secondary market.

Where Securities are offered to the public, as the relevant Manager(s) and any distributors act pursuant to a mandate granted by the Issuer and they receive fees on the basis of the services performed and the outcome of the placement of such Securities, potential conflicts of interest could arise.

In addition, if it is indicated in the Final Terms that the Issuer will adopt the distribution process on the MOT described in article 2.4.3, paragraph 7 of the rules of the markets organised and managed by Borsa Italiana, the circumstance that, pursuant to this distribution process, potential investors can monitor (via market operators) the progress of the proposed purchases of the Securities during the offer period, may have an impact on the progress and results of the offer. Investors should also note that, pursuant to distribution process on the MOT indicated above, the proposed acquisition of the Securities during the offer period does not constitute conclusion of the contract, which remains subject to confirmation of the correct execution of the order and the issuance of the Securities.

1.8 **The real return (or yield) on Securities may be affected by inflation**

The real return (or yield) on an investment in Securities may be compromised or undermined by inflation. For example, the nominal rate of return on a Security may be 7.0 per cent. If the rate of inflation is 5.5 per cent, the real rate of return will only be 1.5 per cent. (being, the *difference* between the nominal rate of return and the rate of inflation). Consequently, the higher the rate of inflation, the lower the real yield on a Security will be. More generally, if the rate of inflation is equal to or greater than the yield under a Security, the real yield a holder of such Security will achieve will be zero or even negative.

The terms and conditions of some Securities may provide that a specific minimum amount of the invested principal shall be repaid at maturity. Such scheduled principal repayment will not provide protection from the effect of inflation. After adjustment for inflation, the real return (or yield) on the Securities at maturity could be negative.

Accordingly, inflation may have a negative effect on the value of and return on the Securities. You should consider the potential impact of inflation (including if the rate of inflation is anticipated to rise over the term of the Securities) before purchasing Securities.

See also the risk factors under Part II. (*Inflation Indices*) in sub-section 4B. (*Risks associated with Securities linked to specific types of Underlying Asset(s)*).

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

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

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

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

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

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

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

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

Where Securities reference a basket of assets as Underlying Asset(s) (which, in the case of shares, may include one or more Stapled Shares), you will be exposed to the performance of each Underlying Asset in the basket (or, in the case of Stapled Shares, each constituent share comprising such Stapled Share (each, a "**Stapled Share Constituent**")) and you should refer to the relevant risk factors in this section relating to each of the asset classes represented.

You should consider the level of interdependence or 'correlation' between each of the basket constituents with respect to the performance of the basket. If the Underlying Asset(s) within the basket are correlated, the performance of the Underlying Asset(s) can be expected to move in the same direction. For example, if the Underlying Assets within the basket are concentrated in a particular industry or group of industries and/or operating in the same geographical market(s) and/or share some other common characteristics or a particular investment "theme", the basket of Underlying Assets may be expected to be significantly or even highly correlated with each other. In such case, the value of the Securities may be more severely affected by a single positive or negative economic, political or regulatory occurrence affecting that industry or industry group and/or geographical market and/or other commonality than a different investment linked to Securities of a more broadly diversified basket of Underlying Asset(s).

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

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

2.4 There are risks where your Securities include a 'cap' feature and/or a 'floor'

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

Securities that include a 'floor', whereby the amount payable or property deliverable is subject to a pre-defined minimum amount, will typically also include a cap which limits the participation of the Securities to the potential upside performance of the Underlying Asset(s).

2.5 There are risks where your Securities have a 'leverage' feature

'Leverage' refers to the use of financial techniques to adjust the exposure to the Underlying Asset(s). A leverage feature will magnify or diminish the impact of the performance of the Underlying Asset(s) to cause a greater or lower return on the Securities than would otherwise be the case in the absence of leverage. As such, a leverage feature can magnify losses in adverse market conditions or reduce gains in positive market conditions. In the terms of the Securities, the leverage feature may be referred to variously as 'Participation', 'Leverage', 'Variable', 'Factor' and 'Multiplier', or other term and the Securities will have 'leverage' where any of these factors is not equal to 100 per cent. (or 1.00). The inclusion of a leverage feature in excess of 100 per cent. (or 1.00) in the Securities means that the Securities will be more speculative and riskier than in the absence of such feature, since smaller changes in the performance of the Underlying Asset(s) can reduce (or increase) the return on the Securities by more than if the Securities did not contain a leverage feature. Conversely, if the leverage feature is set below 100 per cent. (or 1.00), the participation in the performance of the Underlying Asset(s) will be limited and you will not be able to benefit from the full extent of the appreciation in the value of the Underlying Asset(s). In either event, a leverage feature may lead to unfavourable return on your investment in your Securities.

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

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

performance criteria, meaning that you will not receive any interest or coupon at all, for the lifetime of the Securities.

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

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

2.8 There are risks where your Securities include 'Spread-Linked' or 'spread rate' or another similar interest feature

Where the terms and conditions of your Securities provide that the interest or coupon rate is 'Spread-Linked', or includes a 'spread rate', or a spread, or another similar interest feature, there is a risk that the difference between the rates (i.e. the spread) being compared in respect of any period may be zero or even a negative amount. In such case, depending on the terms of the particular Securities, the interest or coupon amount you will receive on the applicable interest or coupon payment date could be lower than expected and you may not receive any interest or coupon at all.

Further, even in the case where the first rate in the spread equation increases during the relevant period of the Securities, the spread will reduce if the second rate to which the first rate is being compared to increases by an even greater amount. In such case, depending on the relevant period of the particular Securities, the interest or coupon amount you will receive on the applicable interest or coupon payment date could be lower than expected and you may not receive any interest or coupon at all.

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

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

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

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

2.11 There are risks where your Securities have a 'lookback' feature

Where the terms and conditions of your Securities provide that 'max lookback-out' applies to determine the performance of the Underlying Asset(s) or a reference rate, the return on your Securities will depend on the maximum of the applicable levels, prices or other applicable values of the Underlying Asset(s) or reference rates on the

specified 'lookback-out' dates (or dates during an observation period), rather than a single final valuation date. This means that if the applicable level, price or value dramatically surges on one of the 'max lookback-out' dates (or date during the observation period), and the return on your Security is proportional to the negative performance of the Underlying Asset(s) or reference rate, the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method. Where 'max lookback-out' applies to determine a barrier or strike level, the barrier or strike level will be set at the maximum level observed during the specified observation period, which may progressively increase the threshold that must be met for payment conditions to be satisfied, making it increasingly difficult for such conditions to be met over the life of the Securities, particularly where the payment condition is dependent on the Underlying Asset(s) or reference rates performing favourably.

Where the terms and conditions of your Securities provide that 'min lookback-out' applies to determine the performance of the Underlying Asset(s) or reference rates, the return on your Securities will depend on the lowest of the applicable levels, prices or other applicable values of the Underlying Asset(s) or reference rates on the specified 'lookback-out' dates (or dates during an observation period), rather than a single final valuation date. This means that if the applicable level, price or value dramatically falls on one of the 'min lookback-out' dates (or date during the observation period), the return on your Securities may be significantly less than it would have been if the amount payable or property deliverable had been calculated by reference to a single value taken on a single valuation date or another method. Where 'min lookback-out' applies to determine a barrier or strike level, the barrier or strike level will be set at the minimum level observed during the specified observation period, which may progressively lower the threshold that must be met for payment conditions to be satisfied, making it increasingly easier for such conditions to be met over the life of the Securities in bearish market conditions, but potentially reducing returns where the payment condition is dependent on the Underlying Asset(s) or reference rates performing favourably.

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

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

2.12 **There are risks where your Securities have a 'decompounded' floating rate feature**

If the Securities include a 'decompounded' floating rate feature, the effect of the decompounding calculation is to reduce the amount of interest paid to you, such that if you were to reinvest the interest proceeds at the same rate of interest, then the total

return would be equal to the stated floating rate without decomposing (i.e. the compound rate). If you do not reinvest any interest amounts received or are only able to do so at a lower rate, then the total amount of interest that you receive will be lower than that under equivalent Securities without the 'decomposed' feature (e.g. a 4 per cent. per annum floating rate when decomposed into four quarterly payments totals approximately 3.9 per cent. over the course of the year).

2.13 No interest will be payable during the term of your Securities until the settlement date if the 'Rolled up Interest' feature applies to the Securities

Where the terms and conditions of your Securities provide that 'Rolled up Interest' is 'Applicable', all interest amounts accrued and calculated in respect of all interest calculation periods or payment dates during the term of the Securities ending or falling on or prior to the settlement date in respect of the Securities shall be aggregated and shall not be paid until such settlement date. No additional interest shall accrue in respect of interest amounts accrued and calculated in respect of prior interest calculation periods or payment dates. Accordingly, you shall not receive any interest or any other return on such Securities until such settlement.

2.14 If the 'Rolled up Interest' feature applies and if 'Zero Floor per Period' does not apply to your Securities, it may be possible that a negative interest amount could accrue in respect of one or more interest calculation periods which could reduce the amount of interest otherwise payable on settlement (if any)

Where the terms and conditions of your Securities provide that 'Zero Floor per Period' is 'Not Applicable', the interest rate in respect of an individual interest calculation period may be less than zero. Where the terms of conditions of your Securities also provide that 'Rolled up Interest' is 'Applicable', an aggregated interest amount will be paid at the settlement date of the Securities instead of a number of smaller interest amounts payable at the end of each prior interest calculation period. If the interest amount in respect of any interest calculation period is negative, such negative interest amount will offset in whole or in part any positive interest amounts in respect of other interest calculation periods. As such, the aggregate interest amount you will receive could be lower than the amount you would otherwise receive if the interest rate in respect of each individual interest calculation period were subject to a minimum of zero.

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

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

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

2.16 There are risks where your Securities have an 'Orion Basket' feature

Where the terms and conditions of your Securities include an 'Orion Basket' feature you will be exposed to the risk of a reduced final cash settlement amount if one (or more) Underlying Asset(s) reach(es) or exceed(s) a specified barrier level at any time during the observation period. In that case the return attributable to that specific Underlying Asset will be capped at a predetermined rebate rate, regardless of how much the asset has appreciated.

In a basket structure, each Underlying Asset is monitored independently. This means that some assets may breach the barrier while others do not, resulting in a mixed performance calculation where some assets contribute their actual performance and

others contribute only the rebate rate. The overall return potential of the basket is progressively diluted, as more assets contribute only the rebate rate rather than their actual performance.

The rebate rate represents the maximum return you can receive from any Underlying Asset that breaches its barrier, regardless of the actual performance of that asset. This rebate rate may be significantly lower than the actual appreciation of the asset. If an Underlying Asset breaches the barrier, you will not benefit from any further appreciation of that asset beyond the rebate rate, even if the asset continues to perform strongly. This creates a significant opportunity cost in rising or volatile markets.

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

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

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

2.18 There are risks where your Securities have a 'barrier' feature

If the calculation of interest or coupon or the calculation of any settlement amount depends on the level, value or price of the Underlying Asset(s) reaching or crossing one or more 'barriers' during a specified period or specified dates during the term of the Securities, such interest or coupon or settlement amount may alter dramatically depending on whether any such barrier is reached or crossed (as applicable). This means you may receive less (or, in certain cases, more) if the level, value or price of the Underlying Asset(s) crosses or reaches (as applicable) a barrier, than if it comes close to the barrier but does not reach or cross it (as applicable), and in certain cases you might receive no interest or coupon payments and/or could lose some or all of your investment. Similarly, where the terms and conditions provide for both an upper and lower barrier (a 'collar' structure), you may receive less (or, in certain cases, more) depending on whether the level, value or price of the Underlying Asset(s) remains within or falls outside the specified range between such barriers.

2.19 There are risks where your Securities have a 'magnetic barrier' feature

The risks of Securities including a "magnetic barrier" feature are substantially the same as those for Securities including a "barrier" feature (see risk factor 2.18 (*There are risks where your Securities have a 'barrier' feature*) above), except that the "magnetic barrier" itself is variable rather than fixed.

When the "magnetic barrier" feature is applicable, the interest barrier on the first interest valuation date (or, as the case may be, the autocall barrier on the first autocall valuation date or the variable digital strike on the digital strike observation date) will be equal to a fixed initial barrier.

On subsequent interest valuation dates (or autocall valuation dates or digital strike observation dates), the interest barrier (or autocall barrier or variable digital strike) will be reduced (in the case of a bullish version) or increased (in the case of a bearish version) over the lifecycle of the Securities, such that the interest barrier (or autocall barrier or variable digital strike) will be (a) in the case of a bullish version: the higher of (i) a fixed minimum barrier and (ii) the lowest level, value or price of the Underlying Asset(s) observed up to the immediately preceding interest valuation date (or autocall valuation date or digital strike observation date), and (b) in the case of a bearish version: the lower of (i) a fixed maximum barrier and (ii) the highest level, value or

price of the Underlying Asset(s) observed up to the immediately preceding interest valuation date (or autocall valuation date or digital strike observation date).

Additionally, the "magnetic barrier" feature may be applicable simultaneously to an interest determination and an automatic settlement determination. When the level, value or price of the Underlying Asset(s) reaches or crosses the "magnetic barrier" applicable in respect of a particular interest valuation date, a conditional interest amount may be payable on the interest payment date immediately following such interest valuation date. However, by reaching or crossing such "magnetic barrier" applicable in respect of an autocall valuation date coinciding with such interest valuation date, the Securities may early redeemed on the autocall settlement date coinciding with the relevant interest payment date. If this happens, the investment horizon of holders will be shortened and Securityholders will lose the opportunity to participate in any subsequent positive or negative performance of the Underlying Asset(s) and potential income from conditional interest that may have been payable if the "magnetic barrier" was reached or crossed at a later interest valuation date.

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

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

2.21 There are risks where your Securities have a 'rainbow' feature

Where the terms and conditions of the Securities reference a basket of assets or reference rates and include a 'rainbow' feature, the 'weight' assigned to each basket constituent is not fixed and will change throughout the term of the Securities depending on the relative performance of each basket constituent as compared to each other basket constituent as measured at the relevant times. This is the case despite the fact that the 'weights' themselves remain constant throughout the term of the Securities and are disclosed in the Issue Terms. For example, a specified weight will be assigned to whichever of the basket constituents is the best performing basket constituent in respect of the relevant observation dates, another specified weight will be assigned to whichever of the basket constituents is the second best performing basket constituent in respect of the relevant observation dates, and so on. Depending on the relative weight assigned in respect of the relevant performance and the payout terms of the Securities, the 'rainbow feature' could have a significant negative (or positive) effect on the value of, and return, on the Securities. For example, if (i) the weight assigned to the best performing basket constituent over a particular period is zero per cent. and (ii) the payout on the Securities is positively linked to the overall performance of the basket of Underlyings, then it is likely that the 'rainbow feature' may have the effect of reducing the value of, and return on, the Securities than if the weights of each basket constituent were instead fixed in advance. You will therefore not know at the time of purchasing the Securities what the respective weights of the basket constituents will be. You will also be exposed to the other risks of Securities which reference a basket of Underlying Assets – see risk factor 2.3 (*There are risks where your Securities reference a basket of Underlying Asset(s)*) above.

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

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

2.23 There are risks where your Securities are 'Open-ended'

If your Securities (other than French Securities) are 'Open-ended' - meaning that they do not provide for a scheduled maturity, settlement or expiration date but may continue indefinitely until either the Issuer exercises its right to call the Securities or you exercise your right to put the Securities - you are subject to certain risks. In particular, following the exercise of an Issuer call option (or investor put option) the return following settlement of the Securities on the Optional Cash Settlement Date may be lower than expected, including that the amount received by you may be lower than the initial price you paid for the Securities and may be zero. See also risk factor 3.4 (*The Securities may be redeemed or cancelled early following the exercise by the Issuer of a call option or by the investor of a put option*).

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

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

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

2.25 There are risks associated with the time lag after cancellation or exercise

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

2.26 There are additional risks associated with Securities which are Exercisable Certificates

Exercisable Certificates may expire worthless. You may sustain a total loss of the Issue Price you paid for your Exercisable Certificates. See risk factor 2.24 (*There are certain factors and variables which may affect the settlement value and trading price of Exercisable Certificates and you may lose some or all of your investment*) above. Exercisable Certificates behave like options and option transactions and carry very similar risks to an investment in options and option transactions.

The risk of the loss of the Issue Price paid for an Exercisable Certificate upon expiration means that, in order to recover and realise a return upon your investment, you (as an investor in an Exercisable Certificate) must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Underlying Asset(s). Assuming all other factors are held constant, the more an Exercisable Certificate is 'out-of-the-money' and the shorter its remaining term to expiration, the greater the risk that you will lose all or part of your investment. With respect to Exercisable Certificates that are 'European Style', the only means through which you can realise value from the Exercisable Certificate prior to the relevant exercise date(s) in relation to such Exercisable Certificate is to sell it at its then market price in an available secondary market.

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

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

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

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

- risk of loss of investment: depending on the circumstance in which your Securities are redeemed or cancelled prior to their scheduled maturity or expiry, the amount of settlement proceeds you receive may be less than your original investment (see below and, in particular, risk factor 3.8 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*);
- risk of loss of opportunity: in the event that your Securities are redeemed prior to their scheduled maturity or expiry, you will lose the opportunity to participate in any subsequent positive performance of the Underlying Asset(s) and be unable to realise any potential gains in the value of the Securities; and
- reinvestment risk: following such early redemption or cancellation, you may not be able to reinvest the proceeds from an investment at a comparable return and/or with a comparable interest or coupon rate for a similar level of risk. You should consider such reinvestment risk in light of other available investments before you purchase the Securities.

Also, in certain circumstances, the terms of your Securities may be adjusted by the Issuer or the Determination Agent. These circumstances include, but are not limited to, following an Additional Disruption Event (as described below), a redenomination, an index correction, a manifest error in index calculation, an FX Disruption Event, and

a potential adjustment event in relation to shares. Such adjustment could have an adverse effect on the value of and return on your Securities.

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

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

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

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

(a) Additional Disruption Events

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

- unless specified to be not applicable to the Securities, a tax event causing the Issuer to pay additional amounts under the terms and conditions of the Securities;
- unless specified to be not applicable to the Securities, an extraordinary market disruption event preventing the Issuer's performance of its obligations under the Securities;
- an extraordinary and/or disruptive event relating to the existence, continuity, trading, valuation, pricing or publication of an Underlying Asset;
- unless specified to be not applicable to the Securities, an event impacting one or more currencies that the Issuer determines would materially disrupt or impair its ability to meet its obligations or otherwise settle, clear or hedge the Securities;
- unless specified to be not applicable to the Securities, the Issuer's ability to source or unwind related transactions put in place to provide the returns on the Securities (Hedge Positions) is adversely affected in any material respect;
- unless specified to be not applicable to the Securities, a change in law that means it has become, or is likely to become, illegal for the Issuer to hold Hedge Positions or it will incur a materially increased cost in dealing with Hedge Positions; and

- other circumstances specific to the Underlying Asset(s) which may be designated as an Additional Disruption Event in accordance with the terms and conditions of the Securities.

If any of these events occurs, the Issuer may:

- (i) adjust the terms and conditions of the Securities (without the consent of Holders); or
- (ii) if the Determination Agent determines that no adjustment that could be made would produce a commercially reasonable result and preserve substantially the economic effect to the holders of a holding of the relevant Security, redeem or cancel the Securities prior to their scheduled maturity or expiry.

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

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

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

- (i) if the relevant event is a Force Majeure Event, the early cash settlement amount you will receive will be equal to the fair market value of your Securities; or
- (ii) if the relevant event is a Non-Force Majeure Event and there is no Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be equal to the fair market value of your Securities plus the Pro Rata Issuer Cost Reimbursement, being the pro rated costs paid to the Issuer (for example, structuring fees); or
- (iii) if the relevant event is a Non-Force Majeure Event and there is a Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be either (depending on the terms and conditions of your Securities) (a) the greater of (I) the Minimum Payment Amount and (II) the sum of the fair market value of your Securities, in either case, plus Pro Rata Issuer Cost Reimbursement, or (b) the Monetisation Amount at maturity or on exercise, unless you elect to receive an amount equal to the sum of the fair market value of your Securities plus the Pro

Rata Issuer Cost Reimbursement upon early redemption or cancellation of the Securities.

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

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*), risk factor 3.8 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*) and risk factor 3.9 (*Payment of the early cash settlement amount following the occurrence of an Additional Disruption Event or the Issuer's determination to trigger early redemption or cancellation following an unlawfulness or impracticability event may not be made until the scheduled maturity or expiry*).

(b) **Unlawfulness or impracticability**

If the Issuer determines, in good faith and in reasonable manner, that as a result of (i) any change in financial, political or economic conditions or currency exchange rates, or (ii) compliance in good faith by the Issuer or any of its relevant Affiliate with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative or judicial authority or power or any interpretation thereof (including, without limitations, Sanctions Rules):

- (i) the performance of any of the Issuer's obligations under the Securities has become, or there is a substantial likelihood that it will become, unlawful or (save in respect of Belgian Securities) impracticable, in whole or in part; and/or
- (ii) (unless specifically excluded from the contractual terms of the relevant Securities, as provided in the Issue Terms and save for Belgian Securities) it has become, or there is a substantial likelihood that it will become, unlawful or impracticable for the Issuer and/or any of its Affiliates to hold, acquire, deal in or dispose of the Hedge Positions (in whole or in part) relating to the Securities or contracts in securities, options, futures, derivatives or foreign exchange or other assets or positions relating to such Securities; and/or
- (iii) paragraph (i) or (save for Belgian Securities) (ii) would have applied to any relevant Affiliate of the Issuer if such Affiliate had been the Issuer of the Securities or party to any Hedge Positions in respect of such Securities;

(an "**Unlawfulness Event**") the Issuer may, at its option, redeem or cancel the Securities prior to their scheduled maturity or expiry.

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

conditions of the Securities, the early cash settlement amount you will receive will be equal to the greater of the fair market value and the product of the Calculation Amount multiplied by the Settlement Floor.

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

- (i) if the relevant event is a Force Majeure Event, the early cash settlement amount you will receive will be equal to the fair market value of your Securities, or
- (ii) if the relevant event is a Non-Force Majeure Event and there is no Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be equal to the fair market value of your securities plus the Pro Rata Issuer Cost Reimbursement, being the pro rated costs paid to the Issuer (for example, structuring fees), or
- (iii) if the relevant event is a Non-Force Majeure Event and there is a Minimum Payment Amount payable in respect of the Securities, the early cash settlement amount you will receive will be either (depending on the terms and conditions of your Securities) (a) equal to the greater of (I) the Minimum Payment Amount and (II) the sum of fair market value of your Securities, in either case, plus Pro Rata Issuer Cost Reimbursement or (b) equal to the Monetisation Amount and payable to you at maturity or on exercise, unless you elect to receive an amount equal to the sum of the fair market value of your Securities plus the Pro Rata Issuer Cost Reimbursement upon early redemption or cancellation of the Securities.

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

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*), risk factor 3.8 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*) and risk factor 3.9 (*Payment of the early cash settlement amount following the occurrence of an Additional Disruption Event or the Issuer's determination to trigger early redemption or cancellation following an unlawfulness or impracticability event may not be made until the scheduled maturity or expiry*).

(c) **FX Disruption Event**

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

3.4 The Securities may be redeemed or cancelled early following the exercise by the Issuer of a call option or by the investor of a put option

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

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

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

You should be aware that there may be additional costs of Securities which include an investor put option (including but not limited to, actual or embedded fees and/or commission for exercising the option and/or any premium payable).

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

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

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

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*) and risk factor 3.8 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*).

3.6 The Securities may be redeemed early following a TARN early settlement event

The terms of your Securities may provide that they will be redeemed prior to the scheduled settlement date if a TARN early settlement event occurs. A TARN early settlement event will occur in respect of a specific valuation date if the sum of all interest or coupon accrued or calculated in respect of each preceding interest calculation period and the interest or coupon amount accrued or calculated in respect of the final interest calculation period is greater than or equal to a specified threshold. In the event that such TARN early settlement event occurs, you will be paid an early settlement amount equal to the calculation amount multiplied by a specified fixed

percentage, as well as the final interest or coupon amount payable on the relevant interest payment date corresponding to the TARN early settlement date. Depending on the terms and conditions of your Securities, the final interest or coupon amount payable on the TARN early settlement date may be lower than the effective interest or coupon amount you would receive if a TARN early settlement does not occur.

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

3.7 The Securities may be redeemed early following a failure to comply with an information request by the PRC Regulators

The Securities may be cancelled or redeemed prior to their scheduled settlement date if the Issuer does not receive all necessary information from investors in response to information requests by PRC Regulators. In the event of early redemption or cancellation of your Securities due to the occurrence of such event, the Issuer may elect to redeem the Securities at their local jurisdiction early redemption cash settlement amount.

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

See also risk factor 3.1 (If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk), and risk factor 3.8 (There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable).

3.8 Note that where the Securities are Belgian Securities the events described in this risk factor will not apply. There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable

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

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

If the Determination Agent determines that an Additional Disruption Event has occurred or if the Issuer determines that an unlawfulness or impracticability event has occurred as per Condition 31 (*Early Settlement or Cancellation for Unlawfulness or (save in respect of Belgian Securities) Impracticability*), then the Issuer will give notice of the date on which it will pay the early cash settlement amount. If the Issue Terms specifies 'Greater of Market Value and Settlement Floor' in relation to 'Early Cash Settlement Amount', then the date on which the early cash settlement amount is payable may fall as late as the scheduled settlement date. In such circumstances you will not receive any further interest on the Securities and the amount payable (and accordingly, deliverable in certain circumstances) may still be subject to reductions for costs, losses and expenses and may be less than your original investment.

See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*) and risk factor 3.3(b) (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability - Unlawfulness or impracticability*).

3.10 There are risks associated with the ability to enforce under the Securities

Following an event of default by the Issuer (such as a failure to pay interest or return capital, or, if the Issuer is subject to a winding-up order), including expiry of an applicable grace period, you may (i) determine to keep your Securities outstanding (in which case, the market value of those Securities may decline significantly) or (ii) by giving notice to the Issuer and the Issue and Paying Agent (and through the Representative of the Holders for certain French Notes) require immediate redemption of your Securities at the early cash settlement amount. This amount may be less than your original investment and, therefore, you could lose some or all of your money. See also risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*).

3.11 The Issuer may be substituted for another entity without your consent

Unless your Securities are French Securities, Belgian Securities or are listed and/or traded on Borsa Italiana, the Issuer may substitute itself as the principal obligor under the Securities for any other company which has an equivalent or better rating of long-term unsecured, unsubordinated and unguaranteed debt obligations from an internationally recognised rating agency. Such substitution may occur due to different reasons, including, but not limited to, a change in the Issuer's position in its corporate group, an adverse development in the taxation regime of the Issuer's home jurisdiction which subjects the payments by the Issuer to the holders to additional withholding tax, or a change in law which makes it unlawful for the Issuer to perform its obligations under the Securities within its home jurisdiction. While the Issuer will give advance notice to the holders (informing them of the identity and credit rating of the substitute issuer and any consequential amendments to the terms and conditions of the Securities), such substitute will proceed without the holders' consent. Following such a substitution, the original Issuer entity will be released from all payment and delivery obligations under the Securities, and you will become subject to the credit risk of the substitute issuer under your Securities. You will have no right of claim against the original Issuer or the substituted Issuer in the event that such substitution has adverse tax consequences for you. A substitution of the Issuer may affect any listing of the Securities and, in particular, it may be necessary for the substituted issuer to reapply for listing on the relevant market or stock exchange on which the Securities are listed. See also General Condition 34 (*Substitution (Securities other than French Securities)*).

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

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

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

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

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

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

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

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

In the case of any Securities having a Settlement Currency that is different from the Issue Currency, the amount of interest, coupon and/or any settlement amount payable

will be determined by reference to an exchange rate, the method of calculation of which will be determined by the Determination Agent.

Where you purchase 'Dual Currency' Securities, you will be exposed to currency risks in addition to the currency risks relating to the Underlying Asset(s) because the value of your Securities may increase or decrease as a result of fluctuations between the Issue Currency (or your home currency) and the Settlement Currency.

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

Securities linked to the performance of foreign exchange rates of emerging market currencies may experience greater volatility and less certainty as to the future of such emerging market currencies or their rate of exchange as against other currencies of more developed markets. See risk factor 4.5 (*There are particular risks where your Securities are linked, directly or indirectly, to Underlying Asset(s) located in or otherwise exposed to emerging markets*).

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

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

The Chinese Renminbi ("CNY") is not freely convertible at present. The government of the People's Republic of China ("PRC") continues to regulate conversion between CNY and foreign currencies despite the significant reduction over the years by such government of its control over CNY purchase and sale for routine transactions conducted through current accounts and direct investment, approved securities investment and other finance transactions conducted through capital accounts. The People's Bank of China ("PBOC") has established clearing and settlement systems for participating banks in a number of jurisdictions, including Hong Kong, Singapore, Taiwan, Macau, the United Kingdom, France, Germany, Luxembourg, Korea, Qatar, Canada and Australia and is in the process of establishing CNY clearing and settlement mechanisms in other jurisdictions. However, the current size of CNY and CNY-denominated financial assets outside the PRC is limited, and its growth is subject to many constraints imposed by the laws and regulations of the PRC on foreign exchange. There can be no assurance that access to CNY funds for the purposes of making payments under the Securities or generally will remain available or will not become restricted. The value of CNY against foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between a purchaser's home currency and CNY may affect you where you intend to convert gains or losses from the sale, exercise or redemption of your Securities into your home currency. Developments and the perception of risks in other countries, especially emerging market countries, may adversely affect the exchange rates of CNY against other foreign currencies.

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

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

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

(b) **CNY settlement disruption**

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

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

The following risks apply where your Securities provide for settlement by way of physical delivery of the relevant Underlying Asset(s) to you.

(a) **Conditions to settlement**

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

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

(b) **Settlement disruption risk**

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

(c) **Entitlement Substitution**

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

Any of these features could have a negative effect on the value of and return on the Securities and, depending on the terms of the Securities, you may lose some or all of your investment.

3.16 **Investors are dependent on Euroclear, Clearstream or other Relevant Clearing System(s) to receive payments, make transfers and receive Issuer communications on the Securities**

Securities may be represented by one or more Global Securities which may be deposited with a common depositary for Euroclear and Clearstream or other Relevant Clearing System(s) or they may be in dematerialised form held in another Relevant Clearing System(s). Except in the circumstances described in the relevant Global Securities, investors will not be entitled to receive Definitive Securities.

The Issuer's obligations to make any payment or delivery under the Securities will be discharged by payment or delivery (subject to applicable fiscal and other laws and regulations of the Relevant Clearing System(s)) of the requisite amount or Entitlement:

- (a) where the Securities are represented by one or more Global Securities (and which are not described in paragraph (b) below) to, or on behalf of, the common depositary or the custodian (as applicable) of Euroclear and Clearstream or other Relevant Clearing System(s) (as applicable);
- (b) in the case of French Securities, Swiss Securities, Belgian Securities, Norwegian Securities or Swedish Securities, to the order or designation (as

applicable) of, the account holders recognised under the Relevant Rules of such Relevant Clearing System and

- (c) in the case of Finnish Securities, to the account designated by the Finnish Issue and Paying Agent for payment or delivery to the account holders in accordance with the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä* (827/1991)) and the Euroclear Finland Rules.

Holders of Securities must rely on the procedures of the Relevant Clearing System and/or settlement bank or institution (as applicable) to receive payments or deliveries under the Securities where the Issuer has discharged its obligation as described above. The Issuer shall have no liability to any investor who fails to receive any payment or delivery (or experiences a delay therein) under the Securities where the Issuer has duly discharged its payment or delivery obligation (as applicable) under the Conditions and as described above.

The Relevant Clearing System(s) will maintain records of the beneficial interests in the Global Securities. Investors will be able to trade their beneficial interests only through the Relevant Clearing System, and must rely on the rules and procedures of the Relevant Clearing System(s).

Holders of beneficial interests in Securities (which are not Definitive Securities) will not have a direct right to vote in respect of the relevant Securities. Instead, such Holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System to appoint appropriate proxies.

As summarised above, investors accept certain risk where the Securities are held in a Relevant Clearing System. See also "*CLEARANCE AND SETTLEMENT*" below.

3.17 **The terms and conditions of your Securities may be amended by the Issuer without your consent in certain circumstances or by vote of the other Holders**

The terms and conditions of your Securities may be amended by the Issuer without your consent in certain circumstances or by vote of the other Holders.

The terms and conditions of the Securities may be amended by the Issuer without the consent of the Holders in certain limited circumstances, including to correct a manifest error. In all other circumstances, the consent of a majority of Holders (and, in certain circumstances, a greater percentage of Holders) is required, as more fully described in General Condition 35.2 (*Modifications requiring the consent of the Holders (Securities other than French Notes)*). Resolutions passed at a duly convened meeting of Holders, or passed in writing in lieu of a meeting, can bind all Holders, including investors that did not attend the meeting or vote on the resolutions, or who do not consent to the amendment. Any such amendment may have a negative effect on the value of and return on the Securities.

In respect of French Notes which have a Specified Denomination of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or which can be traded in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), the Issuer may modify the Conditions of the Securities without the consent of the Holders to correct a manifest error. When the Issue Terms specifies the Masse shall be applicable, the Holders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse, as defined in General Condition 35.4 (*Representation of French Securityholders*). Decisions passed by the General Meeting of the Holders will bind all Holders, including Holders who did not attend and vote at the relevant General Meeting and Holders who voted in a manner contrary to the majority. The General Meeting may deliberate on any proposal relating to the modification of the terms and conditions, including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, as more fully described in General Condition 35.4 (*Representation of French Securityholders*).

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

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

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

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

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

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

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

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

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

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

minimum amount (where provided and where a higher amount, level, percentage, price, rate or value (as applicable) may lead to a greater return on the Securities) or (ii) higher than the indicative amount and equal to the maximum amount (where provided and where a lower amount, level, percentage, price, rate or value (as applicable) may lead to a greater return on the Securities).

3.20 There are risks associated with Securities linked to an index that is marketed as having "green", "sustainable", "social", "ESG" or similar objectives

There are a variety of approaches taken by market participants on climate sensitive indexes and socially responsible construction methodology which reflects differing opinions and perspectives on the best approach to investing in green, social or green and social products and to respond to demand from investors with different objectives and mandates. For example, popular methodologies include exclusionary screening, best-in-class selection and thematic construction. Each of these approaches have their own respective merits, for example a thematic index centred on clean energy companies might give direct exposure to an investor to an asset class which is key to achieving climate change mitigation, however may lack the breadth and diversity of impact which other investors might desire.

The methodology applied in respect of an index that is marketed as having "green", "sustainable", "social", "ESG" or similar objectives (as applicable) may not satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which an investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own articles of association or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact related to such index or relevant investment. Any failure to satisfy an investor's objectives, expectations or requirements with regard to sustainable investments may have a material adverse effect on the value of the Securities and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose. For example, an investor may be obliged to divest such Securities (if possible) potentially at a loss and/or not be able to count such Securities towards its relevant portfolio, which could also result in a loss.

Where the issuance proceeds from the Security are for general purposes, the Security may not be aligned with Article 2(7)(c) of Delegated Regulation (EU) 2017/565 (consideration of principal adverse impacts on sustainability factors as specified in the Sustainable Finance Disclosure Regulations (Regulation (EU) 2019/2088) ("SFDR") – "PAIs"). As the issuance proceeds generally accrue to the Issuer for its general use, the relevant PAI indicators are determined by the Issuer's general economic activities. Furthermore, there is no guarantee that the index methodology or the Issuer's PAI considerations will remain unchanged or will meet evolving regulatory standards or investor expectations.

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

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

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

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

Any information about the past performance of an Underlying Asset(s) should not be regarded as indicative of any future performance of such Underlying Asset, or as an indication of the range of, or trends or fluctuations in, the price or value of such Underlying Asset(s) that may occur in the future. It is not possible to predict the future value of the Securities based on such past performance. Since a profitable investment may be based on a particular trend or pattern in the performance of the Underlying Asset(s) which has been demonstrated historically, if the actual results are materially different from the historical performance, you may not realise the returns which you expect to receive from investing in the Securities. Furthermore, depending on the pay-out features of your Securities, you may realise a partial or total loss of your investment.

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

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

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

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

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

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

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

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

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

If your Securities are linked, directly or indirectly, to Underlying Asset(s) issued by issuers in, or comprising assets or constituents located in emerging market jurisdictions, you should be aware that investments linked to emerging markets involve additional risks to those typically seen in more developed markets, including generally increased volatility, higher likelihood of governmental intervention and the lack of a developed system of law.

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

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

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

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

I. Interest rates, constant maturity swap rates and interest rate indices

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

The performance of floating rates of interest, constant maturity swap rates and interest rate indices (being rate indices linked to the redemption yield of constituent debt obligation(s) of one or more obligors) is dependent upon a number of factors, including supply and demand on the international money markets, which are influenced by measures taken by governments and central banks, as well as speculations and other macroeconomic factors. In the case of interest rate indices, the rates are linked to redemption yields of constituent debt obligation(s) and will therefore also be affected by the ability for the applicable obligors to repay their debts when they fall due and risks affecting the specific industry sectors applicable to those constituent debt obligation(s). Interest rate indices linked to treasury yields may also be affected by numerous factors including inflation, government finances, geopolitical risks, fiscal policies set by the relevant governmental bodies, interest rates set by the relevant central bank and economic performance in the relevant country. In recent years, rates have been relatively low and stable, but this may not continue and interest rates may rise and/or become volatile. Fluctuations that have occurred in any rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Securities. Fluctuations in rates will affect the value of the Securities and may reduce the interest amount payable over the term of the Securities below what was previously expected (and, depending on the terms of the Securities, potentially to zero).

(a) Temporary disruption of a Reference Rate

If, on any day on which a floating rate of interest, constant maturity swap rate or interest rate index rate is to be determined, the relevant reference rate is not available due to a temporary disruption, the Determination Agent shall determine the interest rate in its discretion with reference to a number of

different types of methodologies that it may follow. There is a risk that the determination of the interest rate using any of these methodologies or any other methodologies at the discretion of Determination Agent may result in a lower interest amount payable to you than the use of other methods.

(b) **Discontinuance or loss of representativeness of a Reference Rate**

Under the Conditions, if (a) the administrator of the relevant reference rate announces that it has ceased or will cease to provide the reference rate permanently or indefinitely, (b) the central bank for the currency of the reference rate or for the issuer of the constituent debt obligation(s) referenced in the reference rate, or the regulatory supervisor, an insolvency official, a resolution authority or a court having jurisdiction over the administrator of the reference rate announces that such administrator has ceased or will cease to provide the reference rate permanently or indefinitely, or (c) the regulatory supervisor for the administrator of the reference rate announces that it has determined that such reference rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such reference rate is intended to measure and that representativeness will not be restored, the Determination Agent shall determine the applicable interest rate using alternative arrangements which will vary depending on the reference rate. In particular:

- **Compounded RFRs or Term Rates:** Subject as provided in "Generic Permanent Fallback" below, where the Reference Rate is a Compounded RFR or Term Rate, such Reference Rate will be substituted by the applicable Recommended Fallback Rate specified in the Conditions for all purposes of the Securities.
- **Compounded Indices:** Subject as provided in "Generic Permanent Fallback" below, where the Reference Rate is a Compounded Index, the Determination Agent shall determine a successor reference rate by reference to (a) the last published level of the applicable Compounded Index, (b) the benchmark methodology for the applicable Compounded Index, as published by the administrator thereof, and (c) (i) the Underlying RFR, as provided by the administrator of the Underlying RFR for each day in respect of which the Underlying RFR is required for such determination or (ii) if the Benchmark Cessation Event has occurred in respect to the Underlying RFR, the rate that would apply for derivative transactions referencing the ISDA Definitions.
- **Generic permanent fallback:** Notwithstanding anything else described in "Compounded RFRs or Term Rates" or "Compounded Indices", the Determination Agent may determine a successor Reference Rate by reference to such other reference rate(s) and/or price source(s) and/or combination thereof that the Determination Agent consider appropriate.
- **Swap rates:** Where the Reference Rate is a CMS Rate, the Determination Agent shall determine a successor Reference Rate by reference to the alternative rate of interest formally recommended by certain specified authorities or, failing that, by reference to such other reference rate(s) and/or price source(s) and/or combination thereof that the Determination Agent considers appropriate.
- **Interest rate indices:** Where the Reference Rate is an Interest Rate Index, the Determination Agent shall determine a successor Reference Rate by reference to the alternative rate of interest formally recommended by certain specified authorities or, failing that, by reference to such other reference rate(s) and/or price

source(s) and/or a combination thereof that the Determination Agent considers appropriate.

See Floating Rate Condition 7 (*Benchmark Cessation Event – Reference Rate*) or Floating Rate Condition 8 (*Benchmark Cessation Event – CMS Rate*) or Floating Rate Condition 9 (*Benchmark Cessation Event – Interest Rate Index*). In such case, the Conditions may require the exercise of discretion by the Issuer or the Determination Agent, as the case may be, and the making of potentially subjective judgements (including as to the occurrence or not of any events which may trigger amendments to the Conditions) and/or the amendment of the Conditions without the consent of Holders. The interests of the Issuer or the Determination Agent, as applicable, in making such determinations or amendments may be adverse to the interests of the Holders. See also risk factor 6.1 (*Risks associated with discretionary powers, or with respect to certain French Notes, decision-making powers, of the Issuer and the Determination Agent, including in relation to the Issuer's hedging arrangements*).

The application of a replacement Reference Rate under the Securities as described above could result in a reduced amount of interest accrued and payable in respect of the Securities, which could adversely affect the return on, value of and market for the Securities. Further, there is no assurance that the characteristics of any such replacement rate will be similar to the then-current Reference Rate that it is replacing, or that any such replacement will produce the economic equivalent of the then-current Reference Rate that it is replacing.

Upon any replacement of the original Reference Rate as described above, the Determination Agent may adjust any Conditions or terms relevant to the settlement or payment under the Securities, as the Determination Agent determines appropriate to preserve the economics of the Securities to account for such replacement (including, without limitation, any adjustment which the Determination Agent determines is appropriate in order to reduce or eliminate to the extent reasonably practicable any transfer of economic value from the Issuer to the Holders or vice versa as a result of such replacement, including as a result of a different term structure or methodology). In making any adjustments to the Conditions or other terms of the Securities, the Determination Agent may (but shall not be obliged to) take into account any adjustments in respect of applicable derivatives transactions. Any such adjustment could have a material adverse effect on the return on, value of and market for the Securities.

If the Determination Agent determines that it is unable to replace the relevant Reference Rate or to determine the floating rate of interest, the Determination Agent may redeem the Securities prior to their scheduled settlement date. In such event, the Issuer will repay the Early Cash Settlement Amount, which amount may be less than your initial investment and could be zero.

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

4.7 Securities linked to an interest rate index may be subject to adjustment or early termination if a Constituent Debt Redenomination Event or Constituent Debtor Credit Event occurs

Securities linked to an interest rate index are subject to the risk of adjustment or early termination if a Constituent Debt Redenomination Event or Constituent Debtor Credit Event occurs.

A "Constituent Debt Redenomination Event" may be declared by the Determination Agent if, in relation to the constituent debts obligation(s) of an underlying interest rate index, (i) the nominal amount of any such constituent debt obligation(s) is or will be

redenominated into a different currency, (ii) any amounts payable under such constituent debt obligation(s) are or will be paid in a different currency, or (iii) an obligor of any constituent debt obligation(s) is unable to continue to make payments in the original currency of such constituent debt obligation(s) due to a change in law, regulation, fiscal policy or other change in circumstances, and in each case, the Determination Agent determines that such event would have a material impact on the yield of the constituent debt obligation(s) or the level of the interest rate index. If a "Constituent Debt Redenomination Event" is declared, the Determination Agent may, in its discretion, (a) replace the interest rate index with a substitute index, (b) adjust the terms and conditions of the Securities, or (c) early terminate the Securities.

A "Constituent Debtor Credit Event" may be declared by the Determination Agent if (i) an event analogous to an insolvency, liquidation, bankruptcy or reorganisation affecting an obligor of constituent debt obligation(s) has occurred, (ii) an obligor of constituent debt obligation(s) fails to make payments when due under its constituent debt obligation(s) and the sum of such amounts are at least equal to a specified minimum amount, (iii) one or more obligations of an obligor under its constituent debt obligation(s) with a value at least equal to a specified minimum amount are accelerated as a result of an event of default or similar event, (iv) a constituent debt obligation(s) is early terminated, (v) the liability of an obligor under its constituent debt obligation(s) is suspended or repudiated in whole or in part by an authority, or (vi) a fundamental term or condition of an obligor's constituent debt obligation(s) is modified. If a "Constituent Debtor Credit Event" is declared, the Issuer will be entitled to (a) adjust the terms and conditions of the Securities, or (b) if the Determination Agent determines that adjustment is impracticable, exercise its right to early terminate the Securities.

The substitution of the underlying interest rate index or the adjustment to the terms and conditions of the Securities may be prejudicial to the interests of a holder of the Securities because the performance of the Securities after such substitution or adjustment may be materially worse than the performance of the Securities had the "Constituent Debt Redenomination Event" or "Constituent Debtor Credit Event", as the case may be, never occurred.

Early termination may also be prejudicial to interests of a holder of the Securities because a holder's initial investment will be returned prior to the scheduled maturity of the Securities, which means such holder will lose the opportunity to realise the full potential of their investment in the Securities. Such holder may also be unable to reinvest their capital in an alternative product which is as profitable as their initial investment in the early redeemed Securities. Where the early cash redemption amount of the Securities is determined by reference to the fair market value of the Securities, the fair market value may be substantially lower than the principal amount the holder initially invested in the Securities. In this event, the holders may lose part or potentially all of their invested capital. See also risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

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

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

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Securities

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

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

The Issuer has no control over the determination, calculation or publication of risk-free rates such as SONIA, SOFR and €STR. There can be no guarantee that SONIA, SOFR, €STR or other risk-free rates will not be discontinued or fundamentally altered in a manner that is materially adverse to holders of Securities linked to such risk-free rates. If the manner in which such risk-free rates is calculated is changed, that change may result in a reduction of the amount of interest payable on the relevant Securities and/or the trading price of such Securities. Furthermore, SONIA, SOFR, €STR or another risk-free rate in respect of any calendar day may be zero or negative.

In addition, risk-free rates differ from IBORs in a number of material respects, including (without limitation) by being backward-looking, risk-free overnight rates calculated on a compounded or weighted average basis, as opposed to IBORs, which are expressed on the basis of a forward-looking term and include a credit risk premium based on interbank lending. As such, investors should be aware that IBORs and risk-free rates may behave materially differently as interest reference rates for the Securities.

Interest on Securities which reference a backward-looking risk-free rate is not determined until the end of the relevant interest calculation period. Therefore, you may be unable to estimate the amount of interest which will accrue over a specific interest calculation period at the outset. Also, some investors may be unable or unwilling to trade such Securities without changes to their information technology or other operational systems, which could adversely impact the liquidity of such Securities. Further, if the Securities become due and payable under General Condition 27 (*Events of Default*), or are otherwise redeemed early on a date which is not an interest payment date, the final Rate of Interest payable in respect of such Securities shall be determined by reference to a shortened period ending immediately prior to the date on which the Securities become due and payable or are scheduled for redemption.

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

If your Securities reference a term rate or a compounded daily SONIA, SOFR, €STR or other risk-free rate (being a rate of return of a daily compound interest investment with the daily SONIA, SOFR, €STR or other risk-free rate as reference rate for the calculation of interest), and if the SONIA, SOFR, €STR or other risk-free reference rate is temporarily unavailable or has not otherwise been published, the amount of interest payable on such Securities will be determined by the Determination Agent in its discretion with reference to a number of different types of methodologies (see also risk factor 4.6(a) (*Temporary disruption of a Reference Rate*)). The substitute reference rate and adjustment spread will be determined by the Determination Agent, which may or may not take into account prevailing industry standards in any related market (including, without limitation, the derivatives market and any ISDA fallback rate in respect of the discontinued SONIA, SOFR, €STR or other risk-free reference rate and any corresponding ISDA fallback adjustment applicable to such ISDA fallback rate). If such substitute reference rate and adjustment spread are applied to the Securities, this could result in adverse changes to the amount of interest payable on such Securities, which could adversely affect the return on, value of and market for such Securities. Further, there is no assurance that the characteristics of any substitute reference rate and adjustment spread will be similar to, or will produce the economic equivalent of, the applicable term rate or the SONIA, SOFR, €STR or other risk-free reference rate upon which the compounded daily SONIA, SOFR, €STR or other risk-free rate is based, as applicable.

II. Inflation Indices

4.9 Risks associated with Inflation Indices as Underlying Assets

Where Securities reference one or more inflation indices, you will be exposed to the performance of such inflation indices, which may be subject to fluctuations that may not correlate with changes in interest rates, currencies or other indices and may not correlate with the rate of inflation experienced in your home jurisdiction. Any payments made under the Securities may be based on a calculation made by reference to an inflation index for a month which is several months prior to the date of payment and therefore could be substantially different from the level of inflation at the time of payment on the Securities.

Broadly speaking, in an inflationary environment, amounts payable shall be adjusted up and, in a deflationary environment, amounts payable shall be adjusted down. You should note that, in a deflationary environment, the amount of interest payable might be lower than the fixed rate that would have been applicable before such adjustment and the redemption amount may be reduced.

4.10 Alternative valuation following disruption events in respect of indices

Upon the occurrence of certain events in relation to an inflation index, for example the level of the inflation index has not been published or is discontinued or such inflation index is rebased or materially modified – then, depending on the particular event, the Determination Agent may:

- determine the level of the inflation index;
- determine a successor to the original inflation index;
- make changes to the level of the rebased index; or
- make adjustments to the inflation index by reference to equivalent determinations, substitutions, changes or adjustments made in respect of the Related Bond specified in the terms and conditions of the Securities or the Fallback Bond selected by the Determination Agent.

Any such event or determination may have an adverse effect on the value of the Securities.

If the inflation index is rebased or materially modified, and no action is taken in respect of the Related Bond or Fallback Bond, the Determination Agent may make changes to the level of the rebased index or make adjustments to the inflation index. Such consequential action by the Determination Agent may have a negative effect on the value of the Securities.

If, on any day on which a valuation is to be made, the level of the inflation index has not been published, and no action to determine a substitute level of the inflation index has been taken in respect of the Related Bond or Fallback Bond, the Determination Agent shall determine a substitute level of the inflation index calculated by reference to the latest published level of the inflation index, and such level may differ from the index level (if any) published or announced after the relevant valuation date. Such event may have an effect on the valuation of the Securities and on the interest and/or redemption amounts payable.

If an Inflation Index has been discontinued but a pre-nominated inflation index (the "**Pre-nominated Index**") has been specified in the Issue Terms in respect of such inflation index, the Pre-nominated Index will be substituted for the discontinued inflation index for all purposes of the Securities, and the Determination Agent may adjust the terms of the Securities in order to render the Pre-nominated Index comparable to the discontinued inflation index for the purposes of the Securities.

If an inflation index has been discontinued, no Pre-nominated Index has been specified in the Issue Terms in respect of such inflation index and no successor index has been determined in respect of the Related Bond or Fallback Bond, but the sponsor of the inflation index has specified a replacement inflation index, the Determination Agent may specify such replacement inflation index to be the Successor Inflation Index in respect of the Securities. Failing that, the Determination Agent shall ask five leading independent dealers to state what the Successor Inflation Index should be and, if a sufficient number of dealers state the same inflation index, such index shall be the successor. If an insufficient number of dealers state the same inflation index, the Determination Agent shall determine a successor. Such events may have an effect on the valuation of the Securities and on the interest and/or redemption amounts payable to the investors that may be less than their initial investment.

Any such factors could have a negative impact on the value of the Securities and, depending on the terms of such Securities, the investors could lose some or all of their investment.

4.11 Early redemption of the Securities and reinvestment risk following such early redemption

If the Determination Agent determines that an inflation index has been discontinued and there is no appropriate alternative successor index, the Determination Agent may redeem the Securities prior to their scheduled settlement date in accordance with the terms and conditions of the Securities. In the event of such early redemption the Issuer will repay the Early Cash Settlement Amount. You should note that any Early Cash Settlement Amount may be less than your initial investment and could be zero. You should also read risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*) and risk factor 3.8 (*There are costs associated with any early redemption or cancellation of Securities (other than an automatic settlement (autocall)) that will reduce the amount otherwise payable or deliverable*).

III. Common shares, ADRs, GDRs and ETFs

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

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

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

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

Unless otherwise specified to be applicable in the terms and conditions, you (as an investor of Securities linked to common shares, ADRs, GDRs or ETFs), will not participate in dividends or any other distributions paid on those common shares, ADRs, GDRs or ETFs. Therefore, you may receive a lower return by investing in the Securities than you would have had you directly invested in the relevant Underlying Asset(s). Furthermore, dividends payment and other distributions may have a dilutive effect on the price of the Underlying Asset(s). If such dilutive effect materialises, it could result in a reduction in the value of and return on the Securities.

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

If a Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing, Delisting or De-Stapling (all as defined in the terms and conditions of the Securities) occurs in relation to the underlying shares or the issuer of the relevant underlying shares (or, in the case of Stapled Shares, an issuer of a Stapled Share Constituent), this will constitute an Additional Disruption Event leading to the adjustment by the Determination Agent of the terms and conditions of the Securities (without the consent of Holders) or the early redemption or cancellation of the Securities, and for an amount which may be less than you paid for the Securities – see risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

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

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

A Potential Adjustment Event is an event which has a diluting or concentrating effect on the theoretical value of the Underlying Asset. If a Potential Adjustment Event occurs, the Issuer may elect to amend the terms and conditions of the Securities (such amendment to be determined by the Determination Agent without the consent of the Holders), or to deliver additional Securities or cash to the Holders to account for the diluting or concentrative effect of the event.

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

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

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

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

See also risk factor 3.15 (*There are certain risks where your Securities provide for settlement by way of physical delivery of the relevant Underlying Asset(s)*).

4.13 **Additional risks associated with common shares**

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

Stapled Shares comprise two or more shares which are attached to each other so that they trade as a single unit. Securities linked to the performance of one or more units of Stapled Shares are subject to the risk that one or more of such Stapled Shares become detached or de-stapled, so that one or more Stapled Share Constituent may be (a) held, owned, sold, transferred, purchased and otherwise dealt with as an individual share; and/or (b) listed and admitted to trading separately from the other Stapled Share Constituent(s). Such an event may materially impact the value of each Stapled Share Constituent and you may receive a lower return on the Securities than you would have had you invested in Securities linked to individual shares (or a basket of individual shares) or had you invested directly in individual shares (or a basket of individual shares). In addition, see Risk Factor 4.15(c) in respect of Additional Disruption Events and Risk Factor 4.15(d) in respect of Potential Adjustment Events above.

4.14 Additional risks associated with depository receipts

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

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

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

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

(c) **There is a risk of Delisting occurring in relation to the depository receipts**

If a Delisting occurs in relation to the underlying ADRs or GDRs of the Securities, the ADRs or GDRs become exchangeable for domestic common shares held in the country of domicile of the share issuer. Investors may lose some or all of their investment if the conversion of the ADRs and GDRs into common shares is not possible or if such conversion results in an unfavourable outcome. Further, in the event that converted shares are not freely transferable, meaning for example that they may only be transferred to other foreign investors who previously held ADRs and GDRs, this significantly reduces the possibility of recovering all or some of the original investment and, therefore, investors may suffer a significant loss on the Securities.

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

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

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

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

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

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

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

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

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

IV. Equity indices

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

Equity indices are composed of a synthetic portfolio of shares. Securities linked to the performance of one or more equity indices provide investment diversification opportunities, but will be subject to the risk of fluctuations in both equity prices and the value and volatility of the relevant equity index or indices, which may have a negative effect on the value of and return on the Securities.

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

The amount payable or property deliverable on any Securities linked to one or more equity indices (which are not dividend indices or which do not otherwise include

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

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

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

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

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

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

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

Any of these events may have an adverse effect on the value of and return on the Securities, and depending on the terms of the Securities, you may lose some or all of your investment.

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

If the market for the relevant index or any of its underlying components is a global, around-the-clock market, the hours of trading for the Securities may not conform to the hours during which the relevant index or any of its underlying components are traded. Significant movements may take place in the levels, values or prices of the relevant index or any of its underlying components that will not be reflected immediately in the price of the relevant Securities. Therefore, you may miss the opportunity to realise a short-term gain from such movements by trading in the Securities instead of trading in the relevant index or underlying components directly.

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

The Determination Agent may be required to determine the levels, values or prices of the relevant index or its underlying components by using the fallback valuation methodologies specified in the terms and conditions of the Securities. The levels, values or prices determined in such manner may be different from the levels, values or prices at the last sale of the relevant index or underlying components. This may have an adverse effect on the value of and return on your Securities.

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

The composition of indices is typically adjusted (known as "**rebalancing**") in respect of historical price, liquidity and production data. Such data are subject to potential errors in data sources or other errors that may affect the weighting of the index components. Any discrepancies that require revision are not applied retroactively but will be reflected in the weighting calculations of the index for the following year. Consequently, the discovery of any such errors may reveal discrepancies between the index levels published in the past and the correct index levels (if all such errors and discrepancies had been discovered earlier) of the equivalent historical dates. Since the initial price of an Underlying Asset may be fixed at an erroneous historical index level, this may have the effect of artificially inflating or deflating the initial price of such Underlying Asset, which may in turn inflate or deflate the barrier level of certain settlement amount or adversely affect the calculation of the settlement amount itself. In addition, a rebalanced index after correction of errors may behave differently than it would if the erroneous weightings were still applicable. Since the pay-outs of the Securities are linked to the prevailing index levels rather than the theoretical index levels, holders of the Securities may receive different returns than anticipated, and depending on the specific pay-outs, the actual returns may be substantially less than their invested amounts.

4.22 **There are risks associated with indices with a "decrement" feature**

If an index is a total return index, the index level will be calculated by reinvesting net dividends or gross dividends (depending on the type and rules of the index) paid by its components. If such index also has a "decrement" feature, the index level will be calculated by subtracting on a daily basis a pre-defined amount (a "**Synthetic Dividend**") from the total return index level. The Synthetic Dividend may be defined as a percentage of the index level or as a fixed number of index points.

If the Issue Terms specifies the 'Decrement Adjustment Level' to be 'Applicable' to Index Linked Securities, such Securities will replicate the performance of an Index (or more than one Index) whilst subtracting on a daily basis a pre-defined amount (the "**Decrement Amount**") expressed as a percentage of the index level or as a fixed number of index points.

Investors should note that any of the following factors, where applicable, could adversely affect the value of and return on the Securities linked to a "decrement" index:

- An index with a "decrement" feature will underperform a "total return" index that is used as a base index to calculate such index since the latter is calculated without the deduction of a Synthetic Dividend and/ or a Decrement Amount (as applicable). Similarly, where such index tracks the performance of a single component security, the index will underperform a direct investment in such component security as such investment would benefit from dividends paid by the component security without the deduction of a Synthetic Dividend and/ or a Decrement Amount (as applicable).

- An index with a "decrement" feature will underperform the corresponding "price return" index if the amount of dividends paid by the components of such index is less than the amount of the Synthetic Dividend and/ or a Decrement Amount (as applicable) deducted. Where such index tracks the performance of a single component security, the index will underperform a direct investment in such component security as such investment would benefit from dividends paid by the component security without the deduction of a Synthetic Dividend and/ or a Decrement Amount (as applicable).
- Where the Synthetic Dividend or the Decrement Amount (as applicable) is defined as a fixed number of index points (as opposed to a percentage of the index level), the Synthetic Dividend yield or the Decrement Amount (as applicable) (calculated as the ratio of the fixed index point decrement to the relevant decrement index level) will increase in a falling equities market as the Synthetic Dividend or the Decrement Amount (as applicable) is a fixed amount. In such scenario, the fixed deduction will have a greater negative impact on the index level of the relevant index than if the Synthetic Dividend or the Decrement Amount (as applicable) was defined as a percentage of the index level. It is even possible that in a steeply falling market scenario the index level could become negative, since the amount of decrement expressed in index points will not vary with the level of the decrement index.

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

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

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

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

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

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

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

If no dividends are paid by constituent members of the equity index during the relevant dividend period to which the Securities are linked, you could receive no return on your investment and, in some instances, the Securities may be worth zero.

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

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

4.24 Risk factors relating specifically to different types of components of an index referenced by Index Linked Securities

Index Linked Securities may include indices which comprise index components of different types of asset classes; for example, a share or depositary receipt, an equity index, a commodity, a commodity index, an exchange traded fund (ETF), a mutual fund, or another type of asset or baskets of some or all of them. Each type of asset class may have a different set of valuation methodology and extraordinary events that differ from the other types of components within the index methodology, and in certain cases the Determination Agent may be required to determine the price, value, level or other relevant measures for such component by adopting a valuation methodology and making reference to a price source it deems appropriate or using the other applicable fallback valuation methodologies specified in the terms and conditions of the Securities. The levels, values or prices determined by the Determination Agent in such manner may be different from the last published official levels or values or the official closing prices of the relevant index or underlying components. This may have a negative effect on the value of the Index Linked Securities.

You should also be aware of the unique risks associated with mutual fund Components, and you should take into account the risk factors set out in Part V. (Funds) below before making any investment decision in respect of an Index Linked Security having mutual fund components.

4.25 Risks associated with the occurrence of a China Connect Early Redemption Event

The Issue Terms may provide that 'China Connect Early Redemption Event' applies in respect of Securities that reference one or more Underlying Assets that are Shares listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan) and have been or are available for trading under the China Connect Service or Indices (which include constituents that are shares listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan) and have been or are available for trading under the China Connect Service). In order to ensure compliance with the applicable PRC regulations, upon the occurrence of certain circumstances in relation to the holder, the Issuer may elect to redeem the Securities early at their local jurisdiction early redemption cash settlement amount. Such amount may be less than the investor's initial investment and could be zero.

4.26 Risks associated with the occurrence of a China Early Redemption Event

The Issue Terms may provide that 'China Early Redemption Event' applies in respect of Securities that reference one or more Underlying Assets that are (i) Shares listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan) that are (A) denominated and traded in Renminbi or (B) denominated in Renminbi but traded in a foreign currency, and issued in accordance with the Securities Law of the PRC (excluding Hong Kong, Macau and Taiwan) and the Rules for Onshore Listing of Foreign Funded Shares by Joint Stock Companies or (ii) Indices (which include constituents that are shares listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan) that are (A) denominated and traded in Renminbi or (B) denominated in Renminbi but traded in a foreign currency, and issued in accordance with the Securities Law of the PRC and the Rules for Onshore Listing of Foreign Funded Shares by Joint Stock Companies). In order to ensure compliance with the applicable PRC regulations, upon the occurrence of certain circumstances in relation to the holder, the Issuer may elect to redeem the Securities early at their local jurisdiction early redemption cash settlement amount. Such amount may be less than the investor's initial investment and could be zero.

4.27 Risks associated with the occurrence of a China Restriction Early Redemption Event

The Issue Terms may provide that 'China Restriction Early Redemption Event' applies in respect of Securities that reference one or more Underlying Assets that are Shares

listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan) or Indices (which include constituents that are shares listed on an exchange in the PRC (excluding Hong Kong, Macau and Taiwan)). In order to ensure compliance with the applicable PRC restrictions in relation to the holder, its investment manager or investment advisor (if any) or any of the holder's Affiliates and/or any of their respective investment managers or investment advisors (if any), the Issuer may elect to redeem the Securities early at their local jurisdiction early cash settlement amount. Such amount may be less than the investor's initial investment and could be zero.

4.28 Risks associated with the occurrence of an IPI Early Redemption Event

The Issue Terms may provide that 'IPI Early Redemption Event' applies in respect of Securities that reference one or more Underlying Assets that are Shares listed on the ChiNext market operated by the Shenzhen Stock exchange, the Science and Technology Innovation Board of the Shanghai Stock exchange or other relevant markets, trading boards or stock exchanges in the PRC (excluding Hong Kong, Macau and Taiwan) as determined by the Determination Agent (irrespective of those having been or being available for trading under the China Connect Service or otherwise). In order to ensure compliance with the applicable PRC regulations, upon the occurrence of certain circumstances in relation to the holder, the Issuer may elect to redeem the Securities early at their local jurisdiction early redemption cash settlement amount. Such amount may be less than the investor's initial investment and could be zero.

4.29 Risks associated with the occurrence of an FX Inbound Valuation Disruption Event

The Issue Terms may provide that 'FX Inbound Valuation Disruption Event' applies in respect of the Securities. An 'FX Inbound Valuation Disruption Event' is an event which has (or would have) the effect that the Issuer or an Affiliate is unable, after using commercially reasonable efforts, through customary legal channels, to transfer, convert or obtain amounts in the Settlement Currency in certain circumstances. Upon the occurrence of an FX Inbound Valuation Disruption Event:

- the Issuer may elect to postpone the relevant Valuation Date, Averaging Date and/or any other relevant date of determination or date for payment;
- terms and conditions of the Securities may be adjusted; and/or
- the Securities may be redeemed early at their early cash settlement amount.

Any such postponement or adjustment may have a negative effect on the value of the Securities, and any early cash settlement amount received by investors may be less than their initial investment and could be zero.

V. Funds

4.30 There are risks associated with funds

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

net asset value of the fund where such judgements regarding valuations prove to be incorrect. This in turn may have a negative impact on the value of and/or return on the Securities.

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

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

Funds may be subject not only to market price fluctuations, but also to numerous other factors that may trigger a Fund Event (as described below), the consequences of which will be set out in the terms and conditions of the Securities. If so specified in the terms and conditions of the Securities, in the event of certain occurrences in respect of a Fund, including, but not limited to, a change in the Fund Manager, investment guidelines, strategy, policy, asset allocation methodology or risk profile of a Fund, the insolvency of the Fund or its Fund Manager, a change in the dealing terms, valuation methodology and/or practice of publication of information which impairs the Determination Agent's ability to determine the net asset value of the Fund, or (in relation to non-Belgian Securities only) any changes in law, regulation, taxation or accounting practice in relation to the Fund that adversely affects the Issuer's or its Affiliates' hedging arrangement (each a "**Fund Event**"), the Determination Agent may replace the original fund (the "**Original Fund**") with an alternative investment fund (a "**Replacement Fund**"). Such substitution would change the profile and composition of the Fund Linked Securities.

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

You should review the related Fund Documents, including the description of risk factors contained therein, prior to making an investment decision regarding any Fund

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

The value of and/or return on the Fund Linked Securities will depend on the terms and conditions of the Securities (including the fund linked terms and conditions) and the nature and performance of the relevant fund(s). Any failure to review and understand the terms and conditions of the Fund Linked Securities and the relevant fund and Fund Documents may result in the Fund Linked Securities performing in a manner differently than expected including in a material adverse way.

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

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

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

(b) Trading limitations and frequency

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

(c) Fund leverage

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

(d) Reliance on trading models

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

(e) Diversification

Certain funds, and/or Securities may provide diversification through investments in a variety of funds. This is intended to reduce the exposure to

adverse events associated with specific companies, securities, markets, countries or strategies. However, the number of investments held by each Fund may be limited. Furthermore, each of the Funds may hold similar investments or follow similar investment strategies.

(f) Illiquidity of fund investments

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

(g) Fund underlying fund components and Fund managers

None of the Issuer, the Determination Agent or any of their Affiliates will have any obligation to monitor the performance of a Fund or Fund Basket or the actions of any Fund Managers. Nonetheless, if the Determination Agent becomes aware of the materialisation of certain risks concerning the Fund Managers or the strategy profile, dealing terms or valuation of the Fund or Fund Basket, the Issuer may, at the determination of the Determination Agent, declare that a Fund Event has occurred. See sub-paragraph (j) (*Consequences of a Fund Event*) below in respect of the consequences of a Fund Event.

(h) Roles of Issuer

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

(i) Dependence on the expertise of key personnel

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

more of such individuals could have a material adverse effect on the performance of such Fund.

(j) Consequences of a Fund Event

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

(k) Correlation between Fund Linked Securities and Fund Shares

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

(l) Hedging Provider

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

(m) Participation

If the participation is set below 100 per cent. (as specified in the terms and conditions of the Securities), the notional exposure to the Fund(s) and the participation in the performance of the Fund Shares will be limited to such lower percentage, thereby reducing any gains (or where applicable, losses).

Any of these events may have a negative effect on the value of and return on your Securities and, depending on the terms of the Securities, you may lose some or all of your investment.

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

If your Securities are linked to one or more Fund Shares (whether such Securities are (i) Fund Linked Securities or Hybrid Basket Linked Securities or (ii) Barclays Index Linked Securities subject to the Fund Component Linked Conditions), the net asset value of each Fund Share may be adjusted by reference to the amount of cash proceeds

received by a hypothetical investor who directly invests in such Fund Share upon its redemption ("**Hypothetical Investor**"). In other words, if the amount of cash proceeds received by such investor is lower than the net asset value published by the Fund Services Provider, the Determination Agent will write down the net asset value of such Fund Share for the purpose of calculating any amount otherwise payable under your Securities. In the most extreme scenario, the net asset value of such Fund Share may be written down to zero. This would have a material adverse effect on the value of and return on your Securities and in turn you may lose some or all of your investment.

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

VI. Foreign exchange rates

4.34 There are risks in relation to foreign exchange rates

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

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

You should also see risk factor 3.12 (*There are foreign exchange risks where the terms and conditions of your Securities provide that payment under the Securities will be made in a currency which is different from the currency of the Underlying Asset(s) and/or different from your home currency, or are subject to a foreign exchange conversion*).

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

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

the FX Rate, Spot Rate or Conversion Rate could adversely affect the value of and return on your Securities.

You should note that the Issuer is a dealer in foreign exchange and certain of its Affiliates are regular participants in the foreign exchange markets and in the ordinary course of their business may effect transactions for their own or for the account of their customers and hold long and short positions in currencies and related derivatives, including in the currencies of the relevant FX Rate(s). Such transactions may affect the relevant FX Rate(s), Spot Rate(s) or Conversion Rate(s), the market price, liquidity or value of your Securities and could be adverse to your interests. No Affiliate of the Issuer has any duty to enter into transactions in a manner which is favourable to Holders. See risk factor 6 (*Risks associated with conflicts of interest and discretionary powers of the Issuer and the Determination Agent*).

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

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

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

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

VII. Barclays Indices

4.37 Index disruption in relation to the Barclays Index

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

Depending on the terms of your Securities, the Final Cash Settlement Amount may be less than your original investment and you could lose some or all of your investment.

4.38 Adjustments, suspension and termination of the Barclays Index

While the Index Sponsor currently employs the methodology ascribed to the Barclays Index (and application of such methodology shall be conclusive and binding), no assurance can be given that market, regulatory, juridical, financial, fiscal or other circumstances (including, but not limited to, any changes to or any suspension or termination of or any other events affecting any constituent within the Barclays Index) will not arise that would, in the view of the Index Sponsor, necessitate an adjustment, modification or change of such methodology. The Index Sponsor may, in accordance with the rules of the relevant Barclays Index, adjust the composition or calculation methodology of a Barclays Index and it may also, in its sole and absolute discretion, at any time and without notice, adjust, suspend or terminate the Barclays Index. A Barclays Index may also be substituted for another index in certain circumstances. Such actions may negatively affect the value and performance of the Barclays Index Linked Securities and may have an adverse effect on their return, or may even result in their early redemption.

Further, the Index Sponsor outsources the calculation of the Barclays Index to an external Index Calculation Agent. There could be no assurance that the Index Calculation Agent will calculate the Barclays Index accurately and in a punctual manner. If the Index Calculation Agent fails to calculate the Barclays Index for whatever reason, the Index Sponsor will not be in the position to publish and announce the Barclays Index level on certain days, provided that if the Index Sponsor does not announce the level of the Barclays Index on a determination date in respect of the Securities, the Determination Agent may calculate the level of such Barclays Index, in lieu of a published level for such Barclays Index, in accordance with the formula for and method of calculating such Barclays Index last in effect and by reference to certain components of such Barclays Index only. This may adversely affect the level ultimately determined in respect of such Barclays Index and may consequently have a negative impact on the value of and return on your Securities.

4.39 Certain additional risk factors associated with the Barclays Index

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

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

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

An investment in the Barclays Index Linked Securities should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Barclays Index, and/or the composition and method of calculation of the

Barclays Index, as the return of any such investment will be dependent upon such changes. More than one risk factor may have simultaneous effect with regard to the Barclays Index Linked Securities such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Barclays Index Linked Securities. If the value of and return on the Barclays Index Linked Securities is negatively affected, you may lose some or all of your investment.

4.40 **Potential conflicts of interest**

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

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

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

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

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

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

Such activities could be conducted in circumstances where the interests of Holders may be in conflict with the interests of the Issuer, the Determination Agent or those of any of their subsidiaries or Affiliates and such transactions and activities may adversely affect the value of the Barclays Index Linked Securities. The Issuer, the Determination Agent and their respective subsidiaries and Affiliates owe no duty or responsibility to any Holder (or any other party) to avoid such conflicts.

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

See risk factor 6 (*Risks associated with conflicts of interest and discretionary powers of the Issuer and the Determination Agent*).

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

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

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

Prospective investors may therefore receive an amount that is different from an amount that would have been received if levels of the Barclays Index published by the Index Sponsor were used for the purpose of their Securities. Prospective investors should review the Conditions and the Issue Terms to ascertain how such provisions apply to their Securities. **Depending on the terms of your Securities, the Final Cash Settlement Amount may be less than your original investment and you could lose some or all of your investment.**

If the Determination Agent determines that it is unable to calculate the Barclays Index, it may deem such adjustment event to be an Additional Disruption Event, if applicable. Please also see risk factor 3.3 (*Your Securities may redeem or cancel early or may be adjusted by the Determination Agent following an Additional Disruption Event, FX Disruption Event, or early redemption or cancellation for unlawfulness or impracticability*).

4.42 **Risks relating to force majeure events**

It should be noted that the Barclays Index may be subject to certain events or circumstances (including, without limitation, a systems failure, natural or man-made disaster, act of God, armed conflict, act of terrorism, riot or labour disruption or any similar intervening circumstance) that are beyond the reasonable control of the Index Sponsor and that affect the Barclays Index and/or any Component thereof. The consequences of the occurrence of a *force majeure* event may have a negative impact on the Barclays Index (and, in turn, the value of and return on your Securities) and/or may trigger an Event of Default in respect of the Securities which, if not cured, may result in the redemption of such Securities at the Early Cash Settlement Amount which may be less than the amount you originally invested. Therefore, the occurrence of such events may cause you to lose some or all of your investment.

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

Fluctuations in exchange rates of the relevant currency (or basket of currencies) which comprise the Components of the relevant Barclays Index will affect the value of the Barclays Index Linked Securities. Furthermore, investors who intend to convert gains or losses from the redemption, exercise or sale of Barclays Index Linked Securities into their home currency may be affected by fluctuations in exchange rates between their home currency and the relevant currency (or basket of currencies). Currency values may be affected by complex political and economic factors, including governmental action to fix or support the value of a currency (or basket of currencies), regardless of other market forces. Depending on their terms, investors in some Barclays Index Linked Securities may risk losing their entire investment if exchange rates of the relevant currency (or basket of currencies) move sufficiently in an unanticipated direction.

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

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

Any of these events may have a negative effect on the value of and return on your Securities and, depending on the terms of the Securities, you may lose some or all of your investment.

4.44 Risk factors relating specifically to Components exposed to emerging markets

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

An investment in a Barclays Index Linked Security that provides exposure to emerging markets present risks that may not be present in an investment providing exposure to developed markets. Such risks may relate to the economic, social, political, financial and military conditions in the relevant emerging markets. To name a few notable examples, emerging markets often demonstrate elevated risks associated with (i)

political uncertainty and financial instability, (ii) the increased likelihood of restrictions on export or currency conversion in the emerging markets, (iii) the greater potential for an inflationary environment in the emerging markets, (iv) the possibility of nationalisation or confiscation of assets, (v) the greater likelihood of regulation by the national, provincial and local governments of the emerging market countries, including the imposition of currency exchange laws and taxes, and (vi) less liquidity in emerging market currency markets as compared to the liquidity in developed market currency markets.

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

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

Any of these events may have a negative effect on the value of and return on your Securities and, depending on the terms of the Securities, you may lose some or all of your investment.

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

The performance of share Components in a Barclays Index is unpredictable because such performance may be affected by external factors such as financial, political, economic and other events as well as the share issuers, earning, market position, risk situation and shareholder structure and distribution. For example, civil unrest in a particular jurisdiction or the announcement of poor financial results from the share issuer may suddenly cause the value of the related share Components to fall. This may consequently have a negative impact on the performance of the Barclays Index which, in turn, may have a material adverse effect on the value of and return on your Securities. In such circumstances, you may lose some or all of your investment.

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

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

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

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

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

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

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

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

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

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

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

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

4.48 Additional risk factors relating to Barclays Index Linked Securities

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

You should also be aware of the unique risks associated with of mutual fund Components. Where the underlying Barclays Index of your Barclays Index Linked Securities is constituted by one or more mutual fund Components, the Determination Agent may determine the value of such Barclays Index Linked Securities, make adjustments to their terms or early redeem or cancel such Securities in response to different events affecting the mutual fund Components. You should take into account the risk factors set out in Part V. (*Funds*) above before making any investment decision in respect of a Barclays Index Linked Security referencing a Barclays Index with mutual fund Components.

4.49 The strategy underpinning a Barclays Index may be unsuccessful

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

4.50 Risk factors relating specifically to Barclays Indices comprising short indices

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

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

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

The amounts and/or rates of deduction of any embedded costs and/or fees are, in general, specific to a given Barclays Index. The effect of any embedded costs and/or fees on the performance of a given Barclays Index (i) may vary over time, and (ii) may be material. Depending on the level of the embedded costs and/or fees and the terms and conditions of the Securities, such costs and/or fees will likely materially reduce the return you would otherwise make under the Securities.

In addition, the Barclays Index may contain an adjustment factor. The adjustment factor is a means by which the Index Sponsor adjusts the level of the Barclays Index. While it is not a fee deducted from the level of the Barclays Index, it is a way to cheapen certain options in respect of the Barclays Index. An adjustment factor reduces the performance of the Barclays Index and in turn may have a negative effect on the value of and return on your Securities. Depending on the terms of the Securities, you may lose some or all of your investment.

4.52 Risks associated with a 'price return' and 'excess return' Barclays Indices

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

An 'excess return' Barclays Index tracks the 'total return' Barclays Index less a cash return. Each day, the 'total return' Barclays Index is reduced by a cash rate determined based on the currency of the Barclays Index and an applicable rate for the cost to borrow cash in that currency of the Barclays Index. In the event of high interest rates, an 'excess return' Barclays Index may substantially underperform both the 'total return' and 'price return' versions of the same Barclays Index. Conversely, if such cash rate is negative, the 'total return' Barclays Index may substantially underperform the 'excess return' version of the same Barclays Index. Therefore, depending on the terms of the Securities, you may lose some or all of your investment.

4.53 Risks associated with 'volatility control' and 'leverage' features

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

Further, the volatility control mechanism may not respond promptly to a large and unexpected move on any one day in the Barclays Index based on a significant market

event because there is a time lag in implementation. Such time lag which may result in a substantial reduction in the value of the Barclays Index and therefore the Barclays Index Linked Security.

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

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

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

In adopting the 'Sharpe ratio' as a feature of the Barclays Index, it is assumed that the 'Sharpe ratio' is a potential indicator of the future performance of a Component. However, there is no assurance that this assumption is correct, nor is there any assurance that the 'Sharpe ratio' feature will lead to positive returns on an investment linked to the Barclays Index. If actual results are materially different from the performance indicator, you may not realise the returns which you expect to receive from investing in the Securities. Furthermore, depending on the pay-out features of your Securities, you may realise a partial or total loss of your investment.

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

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

If actual results are materially different from the hypothetical performance, you may not realise the returns which you expect to receive from investing in the Securities. Furthermore, depending on the pay-out features of your Securities, you may realise a partial or total loss of your investment.

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

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

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

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

- Selection bias: The 'risk premium' index Components of the Barclays Index may be chosen for the clarity of their investment strategies, liquidity and consistency in capturing risk premia. However, they are also, in general, those that have performed well in the past, both in simulations and since becoming live. There is no guarantee that these 'risk premium' index Components will perform well in the future.
- Correlations: Historical correlation estimates may be used in the selection of the 'risk premium' index Components and to inform the Barclays Index methodology, but are not used *per se* in the calculation of the Barclays Index. If the Components do not demonstrate the historical correlation in actuality, the actual Barclays Index levels may deviate substantially from the estimated or simulated index levels.
- Diversification: Diversification effects among different risk premia and across different asset classes may play a significant role in improving the risk/reward profile of the Barclays Index. However, there can be no assurance that the Barclays Index will be sufficiently diversified at any time to reduce or minimise such risks to any extent. There is no guarantee that such diversification effects will persist in the future.
- Unequal weighting: As the weightings of the Components are likely to be unequal, the value or performance of one or more Components may have a disproportionately large impact on the performance of the Barclays Index as a whole.
- Weight cap: The weight allocated to each Component may be subject to a pre-determined cap. If this is the case, the Barclays Index will not be exposed to a Component above the pre-determined cap level, which may cushion losses if such Component decreases in value but also constrain growth potential if such Component increases in value.

Any of these features may have an adverse effect on the value of and return on your Securities and, depending on the terms of the Securities, you may lose some or all of your investment.

4.58 There may be currency exchange rate risk where the currency of a Component is different to the Index Currency

A Barclays Index may be subject to currency exchange risks if one or more Components are denominated in a currency other than the currency of such Barclays Index (the "**Index Currency**"), and the value of such Component is converted into the Index Currency for the purposes of calculating the level of such Barclays Index. The exposure of such Component to movements in currency exchange rates will depend on the extent to which such currency strengthens or weakens against the Index Currency and the relative weighting of such Component. Foreign exchange rates can be highly volatile and are determined by various factors, including supply and demand for currencies in the international foreign exchange markets, economic factors including inflation rates in the countries concerned, interest rate differences between the respective countries, economic forecasts, international political factors, currency convertibility, safety of making financial investments in the currency concerned, speculation and measures taken by governments and central banks.

In addition, a Barclays Index may apply a currency rate adjustment when calculating the level of such Barclays Index, which aims to reduce the impact of fluctuations in the different currencies in which a Component and the Index are respectively denominated. Such adjustment may not eliminate or successfully reduce the foreign exchange risk incurred by converting the value of each such Component into the Index Currency at the prevailing currency exchange rate.

You may therefore be exposed to fluctuations in the relevant exchange rate between the currency of the Component and the currency of a Barclays Index. Consequently, the value of and return on your Securities may be substantially affected and, depending on the terms of the Securities, you may lose some or all of your investment.

4.59 The value of a Component that is a share, an ETF or a mutual fund may take into account the impact of corporate actions relating to such Component

Where a Barclays Index references a Component that is a share, an ETF or a mutual fund, the value of such Component may be adjusted to take into account the impact of any corporate actions relating to such Component that have occurred, in accordance with the index methodology. In certain circumstances, such adjustment may reduce the value of such Component, which may in turn, may have an adverse impact on the level of such Barclays Index and the value of and return on Barclays Index Linked Securities linked to such Barclays Index.

4.60 A Barclays Index may contain an embedded 'Lookback Put' option in respect of a Component

A Barclays Index may contain a 'Lookback Put' option feature, which reflects an investment strategy in relation to a Component pursuant to which a hypothetical investor who practises such a strategy would maintain a long position in a put option in relation to such Component from a specified strike date to a specified option expiry date. The 'Lookback Put' option feature aims to provide protection against a sharp decline in the value of the Component and preserves at least a specific protection level of the highest value achieved by the strategy since its inception under certain market environments.

If market conditions are unfavourable, there is a risk that the 'Lookback Put' option feature may not achieve its intended goal and the level of the Barclays Index may drop below the protection level of its highest recorded level. When this scenario materialises, a Barclays Index Linked Security, the return of which is directly proportional to the movement of the level of such Barclays Index, will provide the

Holder of the Security an unfavourable return since the return may be proportionally lower than the protection level specified at the Security level, and may be less than the principal amount invested by the Holder of the Security.

In addition, the use of a 'Lookback Put' option feature may reduce the allocation to such Component in the Barclays Index and may have an adverse impact on the level of such Barclays Index and the value of and return on Barclays Index Linked Securities linked to such Barclays Index.

Further, a Barclays Index (such as the Patrimoine Protect 90 Index) may exclude certain days for the purposes of observing the Index performance in order to lock in a highest level (for example, the Patrimoine Protect 90 Index excludes the three Index Business Days both before and after each Expiration Date for such purpose). In such case, there is a risk that the highest Index level will fall on one or more of such excluded days and, in such case, the value of and return on such Barclays Index Linked Securities would be lower than if such days were not excluded for such purpose.

4.61 A Barclays Index which includes a "cash lock" or "monetisation" feature will, where such "cash lock" event or "monetisation" occurs, thereafter only provide a return equal to that of the applicable floating rate of interest on a cash amount

A Barclays Index (such as the Patrimoine Protect 90 Index) may provide that, following the occurrence of certain events, the Index may only thereafter offer hypothetical exposure to a cash amount with a floating rate of interest (a "monetisation"). In such case, investors in Barclays Index Linked Securities linked to such Barclays Index will have no further participation in the performance of the Index component(s) (e.g. a fund) that was previously driving the performance of the Barclays Index, and instead the sole return on the Index (and therefore Barclays Index Linked Securities linked to such Index) thereafter will be derived from the applicable floating rate of interest on the relevant cash amount. Accordingly, a monetisation may have an adverse impact on the level of the relevant Barclays Index and, in turn, on the value of and return on Barclays Index Linked Securities linked to such Barclays Index.

4.62 A Barclays Index may contain a Component which comprises a series of rolling futures contracts

A Barclays Index may contain a Component which is a specific type of futures contracts, the subject of which may be commodities, equities or debt instruments. Futures contracts, by their terms, have stated expirations and, at a specified point in time prior to expiration, trading in a futures contract for the current delivery month will cease. As a result, a market participant wishing to maintain its exposure to a futures contract with the nearest expiration must close out its position in the expiring contract and establish a new position in the contract for the next delivery month, a process referred to as 'rolling'. There is a risk that a Component will replace expiring futures contracts with contracts with a higher price, which may cause the value of the Barclays Index to fall. A decline in the value of the underlying Barclays Index of a Barclays Index Linked Security may lead to a reduction in the market value or final return of such Security.

VIII. Bonds

4.63 There may be differences between the terms and conditions in relation to an Underlying Asset which is a bond and the 2003 ISDA Credit Derivatives Definitions or 2014 ISDA Credit Derivatives Definitions

The terms and conditions of the Bond Linked Securities do not incorporate by reference the definitions and provisions of the 2003 Credit Derivatives Definitions or 2014 ISDA Credit Derivatives Definitions, as published by the International Swaps and Derivatives Association, Inc. (the "**Credit Derivatives Definitions**"), and there may be differences between the definitions used in the Bond Linked Annex and the Credit Derivatives Definitions. Consequently, investing in Securities is not equivalent

to investing in a credit default swap or credit linked security that incorporates the Credit Derivatives Definitions.

4.64 There are risks in relation to credit events and inconvertibility events

Not all Credit Events and Inconvertibility Events (each a "**Bond Linked Event**") have easily ascertainable triggers and disputes can and have arisen as to whether a specific event did or did not constitute a Bond Linked Event. However, the Issuer's determination of a Bond Linked Event will be conclusive and binding on all persons (including, without limitation, the Holders).

The decision when and whether to deliver a notice to Holders of its intention to redeem the Securities (whether in whole or in part) following the occurrence of (as applicable to the Bond Linked Securities under the Bond Linked Conditions) a Bond Linked Event, an Adjustment Event or an Additional Disruption Event and the manner in which the Securities are redeemed (including whether cash or physical settlement will apply) is at the discretion of the Issuer. Following the occurrence of a Bond Linked Event, redemption of the Bond Linked Securities may occur irrespective of whether the relevant Bond Linked Event is continuing at the relevant time.

Notwithstanding the foregoing if specified in the terms of the Bond Linked Securities, a Credit Event shall be treated as an Additional Disruption Event in which case the corresponding adjustments applicable thereto may apply or, in the event the Securities are to be redeemed for the Additional Disruption Event, the Issuer may elect to apply the cash settlement redemption provisions applicable generally to Additional Disruption Events or the cash or physical settlement optional early redemption provisions under the Bond Linked Conditions.

In making any applicable determination in connection with the Bond Linked Securities, the Issuer and/or the Determination Agent may (but is not obliged to) have regard to decisions made by the Credit Derivatives Determinations Committee. Where the Issuer and/or the Determination Agent is a member of such committee, it need not have regard to the interests of Holders when taking any action or casting any vote on such committee. Further information about the Credit Derivatives Determinations Committee may be found at <https://www.cdsdeterminationscommittees.org>.

4.65 The Reference Entities and its Obligations and Reference Obligations may be substituted by the Issuer

If so provided in the terms and conditions of your Securities, the Issuer may be entitled to effect replacements of the relevant Reference Obligation(s) for a Series of Bond Linked Securities. The Issuer may effect such replacements pursuant to any guidelines specified in the terms and conditions of the Securities without regard to their effect on the value, market price or liquidity of any Bond Linked Securities or of the interests of any person other than the Issuer. If the terms and conditions of the Securities entitle the Issuer to effect such replacements, unless otherwise specified, the Issuer shall have no obligation to effect a replacement of a Reference Obligation as a result of any change in the credit of such Reference Obligation or related Reference Entity and no such inference may be drawn from the terms and conditions of the Securities.

As a result of the circumstances discussed in the preceding paragraph, your Bond Linked Securities may be linked to the credit of certain Reference Entities and its Obligations and Reference Obligations, notwithstanding that such Reference Entities, Obligations and Reference Obligations were not specified in the original terms and conditions upon issuance of such Series of Bond Linked Securities.

4.66 Payments under the Bond Linked Securities may be delayed

Following the occurrence of a Bond Linked Event, an Issuer Optional Early Redemption Event (if applicable), an Additional Disruption Event (if applicable) or an Adjustment Event, (if applicable) the date of redemption and/or the date on which

settlement of the Bond Linked Securities takes place may be later than the Scheduled Settlement Date. In the case of Bond Linked Securities in respect of which the Final Cut-off Date is not applicable, the latest possible date of such redemption and/or settlement of the Bond Linked Securities may be unknown.

Interest Payment Dates and/or the Scheduled Settlement Date may also be adjusted in certain circumstances as specified herein, including, without limitation and as applicable, following an adjustment to the day on which payments are made on the relevant Reference Obligation(s) or following the occurrence of an FX Disruption Event (Bond Linked Annex).

4.67 The occurrence of a Settlement Disruption Event may lead to postponement and, ultimately, reduction down to zero in the amount payable under the Securities

If a Settlement Disruption Event has occurred and is continuing on an Optional Early Redemption Date, the obligations of the Issuer to redeem the Securities (or any portion thereof) in the manner which it has elected will be suspended until the occurrence of certain specified events. If, following the occurrence of a Settlement Disruption Event, the Securities held by certain affected Holders are not redeemed in accordance with the terms and conditions of the Securities prior to the Final Cut-off Date, following such date, unless otherwise specified in the terms and conditions of the Securities, the Issuer will have no payment or delivery obligations to the Holders in respect of the Securities.

4.68 In certain circumstances, the Determination Agent may value the relevant Reference Obligation(s) in its discretion; any such determination may have a material adverse effect on the value of and return on the Securities

Upon a redemption of the Securities following the occurrence of a Bond Linked Event, an Issuer Optional Early Redemption Event (if applicable), an Additional Disruption Event (if applicable) or an Adjustment Event (if applicable), the Determination Agent may value the relevant Reference Obligation(s). The Determination Agent may determine such value by asking for quotations from dealers. The date, time and method of such request will impact the Final Price. The dealers selected by the Determination Agent for this purpose may include the Issuer; however, no such dealer has any duty towards you and may not be aware that the purpose of the request is to determine a Final Price for purposes of the Bond Linked Securities or any other securities. Any such determination may have a material adverse effect on the value of and return on the Securities.

C. Risks associated with benchmark reform and the discontinuance, loss of representativeness and replacement of IBORs and related rates'

A number of major interest rates, other rates, indices and other published benchmarks, including the Euro Interbank Offered Rate ("EURIBOR"), have for some time been the subject of regulatory reform. Most reforms have now reached their planned conclusion (including the transition away from LIBOR). This has led to the discontinuation or modification of most IBORs and related rates and may cause other benchmarks to be discontinued, to be modified, or to be subject to other changes in the future. Any such consequence could have a material adverse effect on the value of and return on the Securities the payout of which is dependent on the performance of any such benchmark.

4.69 The Benchmarks Regulations

EU Regulation 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "EU Benchmarks Regulation") and the EU Benchmarks Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) and regulations made thereunder (the "UK Benchmarks Regulation", and together with the EU Benchmarks Regulation, the "Benchmarks Regulations") are a key

element of regulatory reform in, respectively, the European Union and the United Kingdom.

The EU Benchmarks Regulation applies to the contribution of input data to a benchmark, the administration of a benchmark, and the use of a benchmark in the European Union. Amongst other things, the EU Benchmarks Regulation requires EU benchmark administrators to be authorised or registered as such and to comply with extensive requirements relating to benchmark administration. It also prohibits certain uses by EU supervised entities (such as Barclays Bank Ireland PLC acting as the Issuer and Determination Agent) of (a) critical benchmarks, significant benchmarks, EU Paris-aligned benchmarks, EU Climate Transition benchmarks, and certain commodity benchmarks which are in scope of the EU Benchmarks Regulation (i.e. the "commodity benchmarks subject to Annex II") provided by EU administrators which are not authorised or registered in accordance with the EU Benchmarks Regulation and (b) critical benchmarks, significant benchmarks, commodity benchmarks subject to Annex II, EU Climate Transition Benchmarks and EU Paris-aligned Benchmarks provided by non-EU administrators where (i) the administrator's regulatory regime has not been determined to be "equivalent" to that of the European Union, (ii) the administrator has not been recognised in accordance with the EU Benchmarks Regulation, and (iii) the benchmark has not been endorsed in accordance with the EU Benchmarks Regulation. See *"Impact of Benchmarks Regulation Reform"* below in relation to changes to the benchmarks which will fall outside the mandatory scope of the EU Benchmarks Regulation.

The UK Benchmarks Regulation imposes substantially the same obligations and restrictions as the EU Benchmarks Regulation, but has a narrower geographical scope. The UK Benchmarks Regulation applies, subject to certain transitional provisions, to the contribution of input data to a benchmark, the administration of a benchmark, and the use of a benchmark in the United Kingdom. In-scope entities include UK benchmark administrators and UK supervised entities (such as each of Barclays Bank PLC and Barclays Capital Securities Limited acting as Determination Agent) where they engage in contribution to or use of a benchmark.

Under the UK Benchmarks Regulation, the transitional provisions for third country benchmark administrators continue until 31 December 2030. Under the EU Benchmark Regulation, the transitional provisions for third country benchmark administrators expired on 31 December 2025. However, administrators appearing on the register as of 31 December 2025 retain their status until 30 September 2026. Furthermore, if ESMA has received an application for recognition or endorsement of a third country administrator by such date, such benchmark can be used in existing and new financial instruments and financial contracts, unless and until the administrator's application is refused. This means that third country administrators of benchmarks remaining in scope of the EU Benchmark Regulation on 1 January 2026 needed to apply for recognition or endorsement (to the extent they had not already) or satisfy conditions for entitlement to benefit from equivalence for supervised entities to reference such benchmarks in new in-scope instruments from that date. In relation to significant benchmarks, failure to obtain such recognition, endorsement or equivalence may result in restrictions on use of such benchmarks in existing in-scope instruments. Competent authorities or ESMA have until 30 September 2026 to designate as significant a benchmark provided by an administrator that was included in the register on 31 December 2025. Benchmarks that fall outside the mandatory scope of the revised EU Benchmarks Regulation (being benchmarks other than critical benchmarks, significant benchmarks, commodity benchmarks subject to Annex II of the EU Benchmarks Regulation where their usage exceeds the regulatory threshold of EUR 200 million, EU Climate Transition Benchmarks and EU Paris-aligned Benchmarks) will be removed from the register as of 1 October 2026, except if any of their benchmarks fall within the scope of the EU Benchmarks Regulation in the meantime or the EU administrator requests to opt-in one or more benchmarks that it provides under Article 24(7) EU Benchmarks Regulation and fulfils the relevant conditions.

Both the EU Benchmarks Regulation and the UK Benchmarks Regulation also give regulators additional powers to intervene in relation to critical benchmarks, including to support the orderly wind-down of a critical benchmark.

ESMA maintains a public register of EU-approved benchmark administrators and non-EU benchmarks that may be used in the European Union pursuant to the EU Benchmarks Regulation (the "**ESMA Register**").

Similarly, the Financial Conduct Authority ("**FCA**") maintains a separate public register of FCA-approved benchmark administrators and non-UK benchmarks that may be used in the UK pursuant to the UK Benchmarks Regulation (the "**FCA Register**").

Third country benchmark administrators relying on the transitional provisions in the Benchmarks Regulations are not included in the ESMA Register or the FCA Register, as applicable.

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

- a rate or index which is a "benchmark" (in scope of the UK Benchmarks Regulation) or a rate or index which qualifies as a "critical benchmark", "significant benchmark", "commodity benchmark subject to Annex II", "EU Climate Transition Benchmark" or "EU Paris-aligned Benchmark" under the EU Benchmarks Regulation may not be used in certain ways by a supervised entity if (subject to applicable transitional provisions) its administrator does not obtain authorisation or registration (or, if a third country entity, does not satisfy the "equivalence" conditions and is not "recognised", pending an equivalence decision, and does not have the relevant benchmark "endorsed"). If the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration (or, if a third country entity, "equivalence" is not available and neither recognition nor endorsement is obtained), then (unless a Pre-nominated Index has been specified in the Issue Terms to replace the relevant Underlying Asset or a Recommended Fallback Rate applies) an Additional Disruption Event will occur and the Securities may be redeemed prior to maturity;
- the methodology or other terms of the benchmark could be changed in order to comply with the requirements of the applicable Benchmarks Regulation, or mandatory substitution of a benchmark with a replacement benchmark could be imposed by statute. Any such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and (depending on the type of Underlying Asset) could lead to adjustments to the terms of the Securities (including potentially determination by the Determination Agent of the rate or level in its discretion), or if no adjustments are made, the early redemption or cancellation of the Securities if an Additional Disruption Event has occurred; and
- Securities which reference a benchmark in scope of the Benchmarks Regulations may be subject to adjustment in certain circumstances, such as (i) discontinuation of a benchmark, (ii) changes in the manner of the benchmark's administration, or (iii) availability of a successor or replacement benchmark. The circumstances which could trigger such adjustments are beyond the Issuer's control and the subsequent use of a replacement benchmark may result in changes to the terms and conditions (which could be extensive) and/or interest or other payments under the Securities that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Securities if the original benchmark had remained available in its unamended form. Pursuant to the General Conditions, adjustments may be applied to any replacement benchmark in

order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit to investors arising out of the replacement of the relevant benchmark, but the application of such adjustments may not achieve this objective. Any such changes may result in the Securities performing differently (which may include payment of a lower interest rate) than if the original benchmark had continued to apply.

A long-established trading market for debt securities linked to the relevant replacement benchmark may not be very liquid. You may not be able to sell your Securities at all or may not be able to sell your Securities at prices that will provide you with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

The terms and conditions of the Securities may require the exercise of discretion by the Issuer or the Determination Agent, as the case may be, and the making of potentially subjective judgements (including as to the occurrence or otherwise of any event(s) which may trigger amendments to the terms and conditions) and/or the amendment of the Conditions without the consent of Holders. The interests of the Issuer or the Determination Agent, as applicable, in making such determinations or amendments may be adverse to the interests of the Holders. See risk factor 6 (*Risks associated with conflicts of interest and discretionary powers of the Issuer and the Determination Agent*).

You should consider these matters when making your investment decision with respect to Securities where the return is dependent in whole or in part on the performance of a "benchmark". This means that third country administrators of benchmarks remaining in scope of the EU Benchmark Regulation on 1 January 2026 will need to apply for recognition or endorsement imminently (to the extent they have not already) or benefit from equivalence for supervised entities to reference such benchmarks in new in-scope instruments from that date and, in relation to significant benchmarks, to avoid the application of certain restrictions on use of such benchmarks in existing in-scope instruments.

4.70 **Impact of Benchmarks Regulation reform**

Amendments to the EU Benchmarks Regulation apply since 1 January 2026. One of the key changes to the regime is that only benchmarks perceived to have the greatest economic relevance for the EU market are in mandatory scope of the new regime. Such benchmarks are those defined as critical or significant (determined based on quantitative or qualitative criteria), EU Paris-aligned benchmarks, EU Climate Transition benchmarks, and certain commodity benchmarks which remained in scope of the mandatory application of the EU Benchmarks Regulation (i.e. the "commodity benchmarks subject to Annex II"). An exemption applies for certain FX benchmarks.

Other benchmarks fall out of mandatory EU Benchmarks Regulation scope (other than certain limited provisions in relation to statutory replacement of a benchmark, connected with cessation and/or non-representativeness).

Investors should note that benchmarks that fall outside of the scope of the revised regime (which have not been opted-in) are no longer regulated in the same manner since 1 January 2026. This means that previously mandatory requirements, for example, regulating governance, conflicts of interest, oversight functions, input data requirements, methodology and transparency of the methodology, requirements for contributors and in relation to input data, fell away. Among other things, there is a risk that this could mean that the methodology of such benchmarks may be less robust, resilient or transparent (potentially being capable of being materially amended without consultation). This may reduce or increase, or affect the volatility, of the level of such benchmarks, or if the methodology is materially amended, trigger an Index Adjustment Event or Administrator/Benchmark Event.

Administrators of benchmarks that were already in the register as authorised, registered, recognised or endorsing as of 31 December 2025 retain their status until 30 September 2026 and are not obliged to re-apply in the EU if they fall within the scope of the revised EU Benchmarks Regulation on or before such date. Benchmarks or administrators not in scope of the mandatory application of the revised EU Benchmarks Regulation will be removed from the register as of 1 October 2026, unless (i) any of their benchmarks fall within the scope of EU Benchmarks Regulation in the meantime or (ii) in the case of EU administrators, the administrator requests to opt-in one or more benchmarks that it provides under Article 24(7) of the EU Benchmarks Regulation and fulfils the relevant conditions.

The benchmarks that fall within the mandatory scope of the revised EU Benchmarks Regulation are: (a) benchmarks designated as critical pursuant to Article 20 of the EU Benchmarks Regulation; (b) benchmarks that are significant based on Article 24(2) or designated as significant under Article 24(3) or Article 24(6) of the EU Benchmarks Regulation; (c) EU benchmarks for which the administrator requests designation as significant under Article 24(7) of the EU Benchmarks Regulation (opt-in); and (d) EU Paris-aligned Benchmarks, EU Climate Transition Benchmarks, or commodity benchmarks subject to Annex II where their usage is above the regulatory threshold of EUR 200 million.

The UK Benchmarks Regulation is also expected to be repealed and reformed in the near future. It remains to be seen what, if any, changes will be proposed and consequently what, if any, impact any such changes may have on the Securities.

5. RISKS ASSOCIATED WITH TAXATION

5.1 General

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

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

5.2 Change in tax law

Tax regulations and their application by the relevant taxation authorities are subject to change and differing interpretations, possibly with retrospective effect, and this could negatively affect the value of the Securities. Any such change may cause the tax treatment of the Securities to change from the tax position at the time of purchase and may cause the statements in this Base Prospectus concerning the relevant tax law and practice to be inaccurate or insufficient to cover the material tax considerations in respect of the Securities. It is not possible to predict the precise tax treatment which will apply at any given time and changes in tax law may give the Issuer the right to amend the terms and conditions of the Securities or redeem or cancel the Securities.

5.3 U.S. Foreign Account Tax Compliance Act withholding

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

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

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

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

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

Under section 871(m) of the Code and regulations thereunder ("**Section 871(m)**"), actual or deemed payments on financial instruments that reference one or more U.S. corporations may be treated as 'dividend equivalent' payments that are subject to U.S. withholding tax at a rate of 30 per cent.. Generally, a 'dividend equivalent' is a payment that is directly or indirectly contingent upon a U.S. source dividend or is determined by reference to a U.S. source dividend, including a payment that implicitly takes into account such a dividend. For financial instruments issued on or after 1 January 2017 but prior to 1 January 2027, regulations and guidance under Section 871(m) provide that dividend equivalent payments will be subject to withholding if the instrument has a 'delta' of one with respect to either an underlying U.S. stock or a U.S. stock component of an underlying index or basket. For financial instruments issued on or after 1 January 2027, regulations and guidance under Section 871(m) provide that dividend equivalent payments on (1) a 'simple' financial instrument that has a delta of 0.8 or greater with respect to an underlying U.S. stock or a U.S. stock component of an underlying index or basket and (2) a 'complex' financial instrument that meets the 'substantial equivalence' test with respect to an underlying U.S. stock or a U.S. stock component of an underlying index or basket, will be subject to withholding tax under

Section 871(m). An issue of Securities that references an index or basket that is treated as a 'qualified index' will not be subject to withholding under Section 871(m), even if such Securities meet, as applicable, the delta or substantial equivalence test. In general, a qualified index is a diverse, passive, and widely used index that satisfies the technical requirements prescribed by regulations.

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

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

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

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

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

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

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

5.5 **No gross-up obligation under the Securities**

In the event that any withholding or deduction for or on account of any tax is imposed on payments in respect of the Securities, in the case of some Securities neither the Issuer nor any other person may be obliged to gross up or otherwise compensate the Securityholders for such withholding or deduction. The applicability of any withholding or deduction for or on account of tax in Ireland, and various other jurisdictions, on payments of interest on the Securities is discussed further under "Taxation" below.

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

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

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

In relation to the Underlying Asset(s), a key investment objective of the Securities is to allow Holders to gain an economic exposure to the Underlying Asset(s). If an Underlying Asset is materially impacted by an unexpected event (for example, a company merges and the original stock that formed an Underlying Asset is restructured or changed, or the rules of an index that is an Underlying Asset are materially modified) or the relevant price, level or value can no longer be calculated, then it may not be possible to achieve the investment objective of the Securities based on their original terms. In that case (excluding for French Notes), the Determination Agent may have discretionary powers under the terms and conditions of the Securities to (i) adjust the terms and conditions of the Securities to preserve the original economic terms and rationale (and in the case of Belgian Securities, any such adjustment must not be substantial), (ii) in certain cases, substitute the Underlying Asset(s) for another, (iii) calculate the relevant price, level or value itself, (iv) postpone payment, (v) redeem or cancel the Securities early, or (vi) apply some combination thereof. With respect to French Notes specifically, it pertains solely to the Determination Agent under the terms and conditions of the Securities to (i) adjust the terms and conditions of the Securities to preserve the original economic terms and rationale, (ii) in certain cases, substitute the Underlying Asset(s) for another, (iii) calculate the relevant price, level or value itself, (iv) postpone payment (v) redeem the Securities early or (vi) apply some combination thereof.

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

Hedging arrangements are the transactions (if any) entered into by the Issuer or one or more of its Affiliates to seek to cover the Issuer's exposure to the relevant cash amounts to be paid or assets to be delivered under the Securities as these fall due. This may involve investing directly in the Underlying Asset(s) or entering into derivative contracts referencing the Underlying Asset(s) or other techniques. The particular hedging arrangements (if any) undertaken by the Issuer, and their cost, will likely be a significant determinant of the issue price and/or economic terms of the Securities. Accordingly, unless the Securities are Belgian Securities, if an event occurs which negatively impacts the Issuer's hedging arrangements, the Issuer or the Determination Agent on the Issuer's behalf may have options available to it under the terms and conditions of the Securities which it may select in its discretion in order to deal with the impact of the event on the Issuer's hedging arrangements. These options may include adjustment of the terms and conditions of the Securities or early redemption or cancellation of the Securities. In the event of early redemption or cancellation, the early redemption amount you may receive will be equal to: (i) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Par', the Calculation Amount of each Security; (ii) where the Issue Terms specifies 'Early Cash Settlement Amount' to be

'Amortised Face Amount', the Amortised Face Amount of your Securities; (iii) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Market Value', the fair market value of your Securities prior to redemption or cancellation; (iv) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Par', an amount equal to the greater of (a) the fair market value of your Securities prior to redemption and (b) the Calculation Amount of each Security; or (v) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Settlement Floor', an amount equal to the greater of (a) the fair market value of your Securities prior to redemption or cancellation and (b) a pre-defined minimum redemption amount, and in each case other than where the Issue Terms provides that 'Unwind Costs' is not applicable, the costs associated with the Issuer's hedging arrangements will be deducted from the early redemption amount described above. This amount may be less than your original investment and, therefore, you could lose some or all of your money. See risk factor 3.1 (*If your Securities are redeemed or cancelled early, you may suffer potential loss of some or all of your investment, loss of opportunity and reinvestment risk*).

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

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

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

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

The Issuer or its Affiliates also may issue, underwrite or assist unaffiliated entities in the issuance or underwriting of other securities or financial instruments with returns indexed to the Underlying Asset(s). By introducing competing products into the

marketplace in this manner, the Issuer or its Affiliates could have a material adverse effect on the market value of the Securities.

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

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

INFORMATION INCORPORATED BY REFERENCE

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

1. Source documents

- (a) GSSP EU Base Prospectus dated 13 June 2025 (the "**2025 GSSP EU Base Prospectus**") (available at [https://home.barclays/content/dam/home-barclays/documents/investor-relations/prospectuses-and-documentation/Barclays%20Bank%20Ireland%20PLC%20-%20GSSP%20EU%20Base%20Prospectus%20-%202013%20June%202025%20\(1\).pdf](https://home.barclays/content/dam/home-barclays/documents/investor-relations/prospectuses-and-documentation/Barclays%20Bank%20Ireland%20PLC%20-%20GSSP%20EU%20Base%20Prospectus%20-%202013%20June%202025%20(1).pdf));
- (b) Supplement 1/2025 to the 2025 GSSP EU Base Prospectus dated 23 October 2025 (the "**Supplement 1/2025 to the 2025 GSSP EU Base Prospectus** ") (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixedincome/2025/Supplement%201_2025%20to%20BBI%20EU%20BP.pdf);
- (c) GSSP EU Base Prospectus dated 21 June 2024 (the "**2024 GSSP EU Base Prospectus** ") (available at [https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2024/GSSP%202024%20-%20BBI%20EU%20BP%20\(Multi%20Assets\)%20June%202024%20FINAL.pdf](https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2024/GSSP%202024%20-%20BBI%20EU%20BP%20(Multi%20Assets)%20June%202024%20FINAL.pdf));
- (d) GSSP EU Base Prospectus dated 14 July 2023 (the "**2023 GSSP EU Base Prospectus** ") (available at [https://home.barclays/content/dam/home-barclays/documents/investor-relations/prospectuses-and-documentation/GSSP%202023%20BBI%20EU%20BP%20\(Multi%20Assets\)%20-%20Approved%2014%20July%202023.pdf](https://home.barclays/content/dam/home-barclays/documents/investor-relations/prospectuses-and-documentation/GSSP%202023%20BBI%20EU%20BP%20(Multi%20Assets)%20-%20Approved%2014%20July%202023.pdf));
- (e) GSSP Base Prospectus 9 dated 26 August 2022 (the "**2022 GSSP Base Prospectus 9**") (available at <https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2022/GSSP%202022%20BBI%20BP%209.pdf>);
- (f) GSSP Base Prospectus 1 dated 8 September 2022 (the "**2022 GSSP Base Prospectus 1**") (available at [https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2022/BBI%20-%202022%20GSSP%20BP1%20\(Approved%208%20September%202022\).pdf](https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2022/BBI%20-%202022%20GSSP%20BP1%20(Approved%208%20September%202022).pdf));
- (g) GSSP Base Prospectus 9 dated 27 August 2021 (the "**2021 GSSP Base Prospectus 9**") (available at <https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/2021/GSSP-2021-BBI-BP-9-Multi%20Assets-Approved-27-August-2021.pdf>);
- (h) GSSP Base Prospectus 1 dated 25 May 2021 (the "**2021 GSSP Base Prospectus 1**") (available at <https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/BBI-GSSP-BP1-Approved-25-May-2021.pdf>);
- (i) GSSP Base Prospectus 9 dated 4 September 2020 (the "**2020 GSSP Base Prospectus 9**") (available at <https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/Barclays-Bank-Ireland-%20PLC-GSSP-CBI-BP9-Multi%20Asset-2020-Final-Submission-Version.pdf>);
- (j) Supplement 1/2020 to the 2020 GSSP Base Prospectus 9 dated 23 December 2020 (the "**Supplement 1/2020 to the 2020 GSSP Base Prospectus 9**") (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/Final%20Submission%20-%20Supplement%201_2020%20to%20BBI%20BP9.pdf);
- (k) Supplement 2/2020 to the 2020 GSSP Base Prospectus 9 dated 17 February 2021 (the "**Supplement 2/2020 to the 2020 GSSP Base Prospectus 9**") (available at https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/Supplement%202%20of%202020%20to%20BBI%20BP9_Final%20Submisison%200Version.pdf); and

- (1) Supplement 3/2020 to the 2020 GSSP Base Prospectus 9 dated 19 April 2021 (the "**Supplement 3/2020 to the 2020 GSSP Base Prospectus 9**") (available at [https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/Supplement%203_2020%20to%20BBI%20BP9%20\(Final%20Submission%20Version\).pdf](https://home.barclays/content/dam/home-barclays/documents/investor-relations/fixed-income-investors/Supplement%203_2020%20to%20BBI%20BP9%20(Final%20Submission%20Version).pdf)).

2. **Information incorporated by reference**

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

From the 2025 GSSP EU Base Prospectus

Terms and Conditions of the Securities	Pages 113 to 463
Pro Forma Final Terms (the " 2025 GSSP EU Base Prospectus Pro Forma Final Terms ")*	Pages 697 to 839

From the Supplement 1/2025 to the 2025 GSSP EU Base Prospectus

Amendments to the section entitled "Terms and Conditions of the Securities"	Pages 5 to 21
Amendments to the section entitled "Form of Final Terms (Notes and Redeemable Certificates)"	Pages 21 to 25
Amendments to the section entitled "Form of Final Terms (Exercisable Certificates)"	Pages 25 to 29

From the 2024 GSSP EU Base Prospectus

Terms and Conditions of the Securities	Pages 109 to 463
Pro Forma Final Terms (the " 2024 GSSP EU Base Prospectus Pro Forma Final Terms ")*	Pages 612 to 746

From the 2023 GSSP EU Base Prospectus

Terms and Conditions of the Securities	Pages 107 to 548
Pro Forma Final Terms (the " 2023 GSSP EU Base Prospectus Pro Forma Final Terms ")*	Pages 595 to 723

From the 2022 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 84 to 461
Pro Forma Final Terms (the " 2022 GSSP Base Prospectus 9 Pro Forma Final Terms ")*	Pages 492 to 593

From the 2022 GSSP Base Prospectus 1

Terms and Conditions of the Securities	Pages 50 to 195
Pro Forma Final Terms (the " 2022 GSSP Base Prospectus 1 Pro Forma Final Terms ")*	Pages 196 to 242

From the 2021 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 84 to 431
Pro Forma Final Terms (the " 2021 GSSP Base Prospectus 9 Pro Forma Final Terms ")*	Pages 462 to 548

From the 2021 GSSP Base Prospectus 1

Terms and Conditions of the Securities	Pages 49 to 176
Pro Forma Final Terms (the "2021 GSSP Base Prospectus 1 Pro Forma Final Terms")*	Pages 181 to 252

From the 2020 GSSP Base Prospectus 9

Terms and Conditions of the Securities	Pages 75 to 398
Pro Forma Final Terms (the "2020 GSSP Base Prospectus 9 Pro Forma Final Terms")*	Pages 399 to 477

From the Supplement 1/2020 to the 2020 GSSP Base Prospectus 9

Amendments to the section entitled "Terms and Conditions of the Securities"	Pages 6 to 17
Amendments to the section entitled "Form of Final Terms (Notes and Certificates)"	Pages 18 to 20
Amendments to the section entitled "Form of Final Terms (Exercisable Certificates)"	Pages 20 to 22

From the Supplement 2/2020 to the 2020 GSSP Base Prospectus 9

Amendments to the section entitled "Terms and Conditions of the Securities"	Page 14
Amendments to the section entitled "Form of Final Terms (Notes and Certificates)"	Pages 16 to 20
Amendments to the section entitled "Form of Final Terms (Exercisable Certificates)"	Pages 20 to 24

From the Supplement 3/2020 to the 2020 GSSP Base Prospectus 9

Amendments to the section entitled "Form of Final Terms (Notes and Certificates)"	Pages 2 to 3
Amendments to the section entitled "Form of Final Terms (Exercisable Certificates)"	Page 3

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

The above documents may be inspected: (i) during normal business hours at the registered office of the Issuer; (ii) at <https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/bbi-structured-securities-prospectuses/>, (iii) at the specified office of the Issue and Paying Agent as described in the section entitled 'General Information' below, and (iv) on the website of the Euronext Dublin (<https://www.euronext.com>).

COMMONLY ASKED QUESTIONS ABOUT THE BASE PROSPECTUS

List of Questions

Questions about this Programme

1. Who is the Issuer under this Base Prospectus?
2. What type of Securities can be issued under this Base Prospectus?

Questions about the documents in respect of an issuance of Securities

3. What other documents do I need to read?
4. What information is included in this Base Prospectus?
5. What information is included in the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement)?
6. What are the terms and conditions of the Securities?

Questions about risks of investing in the Securities

7. Are purchasers subject to the credit risk of the Issuer with respect to the amount payable (if any) to a purchaser of the Securities?
8. If your Securities are linked to one or more Underlying Assets, will you have recourse to that asset if the Issuer defaults?
9. How much of an investment is at risk?

Questions about purchase, ownership or sale of Securities

10. Who are the "Holders" of the Securities?
11. How is ownership of the Securities recorded?
12. What rights do Holders have against the Issuer?
13. What do investors have to do to exercise their rights in respect of the Securities?
14. How can you enforce your rights against the Issuer if the Issuer has failed to make a payment of principal on the Securities?
15. How are payments made to investors?
16. How are Underlying Assets delivered to the investors?
17. When are payments made to purchasers?
18. What if the Securities are not held through a clearing system?
19. Do Securities have a minimum denomination or trading size?
20. Will purchasers be able to sell their Securities?
21. Are there any fees, expenses or taxes to pay when purchasing, holding or selling Securities?
22. Under what circumstances may the Securities be redeemed or terminated before their stated maturity?
23. Can the Issuer amend the terms and conditions of the Securities once they have been issued?

Questions about the Determination Agent

24. Who determines the amounts payable to purchasers?
25. What further determinations may the Determination Agent have to make?
26. Are the Determination Agent's determinations binding on purchasers of the Securities?
27. How is the Early Cash Settlement Amount determined?
28. What is an Event of Default and when does it occur?

Questions on the type of Underlying Asset linked Securities issued under this Programme

29. What type of Underlying Assets may be linked to Securities issued under this Base Prospectus?
30. What are share linked securities?
31. What are index linked securities?
32. What are inflation-linked securities?
33. What are Barclays index linked securities?
34. What are foreign exchange rate linked securities?
35. What are fund linked securities?
36. What are reference rate linked securities?
37. What are bond linked securities?

Questions about this Programme

1. Who is the Issuer under this Base Prospectus?

The Issuer of the Securities under this Base Prospectus is Barclays Bank Ireland PLC, a public limited company, registered at the Companies Registration Office in Ireland under part 17 of the Companies Act 2014 under company number 396330. The whole of the issued ordinary share capital of the Issuer is owned by Barclays Bank PLC. The whole of the issued ordinary share capital of Barclays Bank PLC is beneficially owned by Barclays PLC, which is the ultimate holding company of the Group. The Legal Entity Identifier ("LEI") of Barclays Bank Ireland PLC is 2G5BKIC2CB69PRJH1W31. The Registration Document provides a description of the Issuer's business activities as well as certain financial information and material risks faced by the Issuer – see <https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/bbi-structured-securities-prospectuses/#regdoc> and <https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/bbi-structured-securities-prospectuses/#regdocsupplement>.

On 21 January 2026, the Issuer announced that it has commenced the implementation of its planned re-domiciliation from Ireland to France (the "**Re-domiciliation**"). The Issuer intends to effect the Re-domiciliation by changing its corporate form to a "Societas Europaea" ("SE"), followed by a transfer of its registered office.

The proposed change of the Issuer's corporate form is intended to be effected via a court approved merger process (the "**Merger**") between the Issuer and Barclays ADF SA ("**Barclays ADF**"), a subsidiary of Barclays Bank PLC, with the Issuer as the surviving company. As a consequence and upon the Merger coming into effect, the Issuer will be converted into an SE and registered with the Irish Companies Registration Office under the name "Barclays Europe

SE". Notice of the draft terms of Merger between the Issuer and Barclays ADF was published in *Bulletin Officiel des Annonces Civiles et Commerciales* and the Irish CRO Gazette on 9 January 2026 and 21 January 2026 respectively.

Following completion of the Merger, expected in the fourth quarter of 2026, the Issuer intends to apply to the Irish Companies Registration Office for the transfer of its registered office to Paris under the specific EU and local law regimes applicable to an SE.

The Re-domiciliation will be subject to certain conditions, including regulatory approvals (including approval from *Autorité de Contrôle Prudentiel et de Résolution*, *Autorité de Marchés Financiers*, and the European Central Bank) and the sanction of the Irish and French commercial courts. It is expected to be completed in the first half of 2027.

2. **What type of Securities can be issued under this Base Prospectus?**

Under this Base Prospectus, the Issuer may issue different types of securities, namely Notes, Redeemable Certificates and Exercisable Certificates, which are collectively known as "**Securities**".

Securities may have any maturity; be listed and traded on a regulated (or other) market, or not listed or traded; be non-interest bearing or bear fixed or floating rate interest or other variable interest or coupon; have interest and/or redemption amounts which are dependent on the performance of one or more "**Underlying Assets**"; be settled by way of cash payment or physical delivery; and provide that the scheduled settlement amount payable could be as low as zero or else provide some level of minimum scheduled settlement amount payable at maturity (subject to the credit risk of the Issuer).

Securities will either not bear interest or pay any coupon or will bear interest or pay a coupon at either a fixed rate, floating rate, inverse floating rate, compounded floating rate, or interest that is linked to the performance of a specified inflation index or one or more Underlying Assets, a rate of interest that will vary between two or more specified floating and/or fixed rates (one of which may be zero) depending on whether a variable rate (calculated by reference to one or more specified floating rates) equals or exceeds one or more specified strike rates or a rate of interest linked to the spread between two floating rates, may be zero coupon securities (which do not bear interest) or may apply a combination of different interest types. The amount of interest payable in respect of Securities on an interest payment date (if any) may be subject to a range accrual factor that will vary depending on the performance of a specified inflation index or one or more specified floating rates during the observation period relating to that interest payment date. The type of interest (if any) payable on the Securities may be the same for all interest payment dates, or a combination of two or more types of interest for all interest payment dates, or may be different for different interest payment dates. Securities may also contain a provision which allows the Issuer to switch the type of interest payable on specified dates before maturity.

Securities may be subject to automatic early redemption following an automatic settlement (autocall) event. See Risk Factor 3.2 (*Your Securities may redeem or cancel early following an 'automatic settlement (autocall) event'*) above.

Securities may or may not have an option to allow early redemption or cancellation by the Issuer or the investor prior to the Scheduled Settlement Date.

If not redeemed or cancelled early, the Securities may be redeemed at a fixed redemption or a redemption amount, cancellation amount or at an amount that is linked to the performance of one or more Underlying Assets. The Securities may be specified to be redeemable in instalments.

The amount payable or deliverable on the Securities may be subject to a foreign exchange conversion to reflect movements in foreign exchange rates. See Risk Factor 3.12 (*There are foreign exchange risks where the terms and conditions of your Securities provide that payment under the Securities will be made in a currency which is different from the currency of the*

Underlying Asset(s) and/or different from your home currency, or are subject to a foreign exchange conversion) above.

Questions about the documents in respect of an issuance of Securities

3. What other documents do I need to read?

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

4. What information is included in this Base Prospectus?

This Base Prospectus contains the general terms and conditions of all Securities in the section called "*Terms and Conditions*" below (the "**General Conditions**") together with the applicable Relevant Annex(es) in connection with Index Linked Securities, Share Linked Securities, the Inflation-Linked Securities, the FX Linked Securities, the Fund Linked Securities, the Barclays Index Linked Securities, the Hybrid Basket Linked Securities and the Bond Linked Securities.

This Base Prospectus also discloses risks relating to the Securities and the Issuer. **You should consider carefully the discussion of risks in the sections entitled "*Risk Factors*" above and in the Registration Document to help you decide whether or not an investment in the Securities is suitable for you.**

This Base Prospectus also discloses restrictions about the offer, sale and purchase of Securities, together with certain other information in respect of Securities.

The information set out in this "*Commonly Asked Questions*" section should only be read as an introduction to the rest of the information in this Base Prospectus.

5. What information is included in the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement)?

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

- the issue date;
- the dates on which the Securities may be redeemed early due to an 'autocall event' or at the option of the Issuer or of the Investors (in each case, if applicable);
- the type(s) of interest or coupon and the interest or coupon payment dates (if applicable);
- the type(s) of final redemption amount payable or entitlement deliverable (assuming that the Securities are not redeemed early) and the scheduled settlement date;
- the type of settlement amount payable or entitlement deliverable (assuming that the Securities do not cancel early) and the exercise price;
- the applicable Relevant Annex(es) (if any); and

- any other information needed to complete the terms included in this Document for the relevant Securities (identified by the words 'as specified in the Final Terms' or other equivalent wording).

Wherever the General Conditions provide optional provisions, the Issue Terms will specify which of those provisions apply to a specific issuance of Securities.

In addition, in respect of Securities other than Excluded Securities, an issue-specific summary, if necessary, will be annexed to the Final Terms for each issuance of Securities which will contain a summary of key information relating to the Issuer and the Securities, the risks relating to the Issuer and the Securities and the issue or offer of Securities.

6. What are the terms and conditions of the Securities?

The contractual terms and conditions of any particular issuance of Securities will be composed of the General Conditions set out at pages 118 to 581 of this Securities Note, as supplemented by any Relevant Annex(es) (as defined below) document and set out on pages 583 to 733 of this Document, each as completed (and, in the case of a Pricing Supplement, potentially amended) by a separate Issue Terms, which is specific to that issuance of Securities.

The General Conditions are generic provisions which apply to each issuances of Securities.

The Relevant Annexes comprise the following individual annexes:

- Equity Linked Annex
- Inflation Linked Annex
- FX Linked Annex
- Fund Linked Annex
- Barclays Index Annex
- Hybrid Basket Linked Annex
- Bond Linked Annex.
- Floating Rate Annex.

Each Relevant Annex contains certain optional provisions that will only apply to certain issuances of Securities. The Issue Terms will specify which Relevant Annex(es) will apply to the particular issuance of Securities. It may be that some Securities will only have applicable General Conditions and no references to a Relevant Annex.

The Issue Terms prepared in respect of the particular issuance of Securities will set out the specific details of the particular issuance of Securities. See Commonly Asked Question 5 '*What information is included in the Final Terms (or, in the case of Excluded Securities, the Pricing Supplement)?*' above.

Questions about risks of investing in the Securities

7. Are purchasers subject to the credit risk of the Issuer with respect to the amount payable (if any) to a purchaser of the Securities?

Yes. As the Securities do not constitute a deposit and are not protected under the deposit guarantee scheme operated by the Central Bank of Ireland or any other deposit protection insurance scheme, all payments or deliveries to be made by Barclays Bank Ireland PLC as Issuer under the Securities are subject to its financial position and its ability to meet its obligations. The Securities constitute unsubordinated and unsecured obligations of the Issuer and will rank

equally with each and all other current and future unsubordinated and unsecured obligations of the Issuer. Further, under the Bail-In Legislation (as defined in the Terms and Conditions of the Securities), if the relevant resolution authority has determined that Barclays Bank Ireland PLC is failing or likely to fail then, subject to certain other conditions being satisfied, Barclays Bank Ireland PLC may be subject to action taken by the resolution authority, including potentially the write down of claims of unsecured creditors of Barclays Bank Ireland PLC (potentially including claims of investors in the Securities) and the conversion of unsecured debt claims (potentially including the Securities) to other instruments (e.g. equity shares), the transfer of all or part of Barclays Bank Ireland PLC's business to another entity, or other resolution measures. The insolvency of Barclays Bank Ireland PLC and/or any action taken by the resolution authority may lead to a partial or total loss of the invested capital.

See the section entitled 'Risk Factors' on pages 1 to 25 of the Registration Document (available at <https://home.barclays/investor-relations/fixed-income-investors/prospectus-and-documents/structured-securities-prospectuses/bbi-structured-securities-prospectuses/>) (as supplemented) and in particular: 'Material existing and emerging risks impacting individual principal risks – Credit risk', 'Material existing and emerging risks impacting individual principal risks – Treasury and capital risk' and 'Material existing and emerging risks impacting individual principal risks – Legal risk and legal, competition and regulatory matters'; and 'Regulatory action in the event the Issuer is failing or likely to fail, including the exercise by any Relevant Resolution Authority of a variety of statutory resolution powers, could materially adversely affect the value of the Securities'.

8. If your Securities are linked to one or more Underlying Assets, will you have recourse to that asset if the Issuer defaults?

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

9. How much of an investment is at risk?

For some Securities, as indicated in the General Conditions, purchasers will be entitled to receive 100 per cent. of the nominal amount of the Securities on the scheduled settlement date, subject always to the creditworthiness of the Issuer to make such payment (or deliver the relevant Securities). If such Securities are sold prior to the scheduled settlement date or in certain circumstances if the Securities are repaid early, such purchaser may not receive the entire nominal amount of such Security, and may receive less than the amount that they invested.

For other Securities, a purchaser's investment may be at risk as they may receive an amount less than their original investment on the scheduled settlement date and may even lose their entire investment. In such circumstances, the value of the Securities can fluctuate and there is no guarantee that the value of the Securities will increase or that they will retain their value.

Investors will not be asked to contribute further capital or reimburse Barclays' costs if 100 per cent. of their initial invested capital is lost.

Questions about purchase, ownership or sale of Securities

10. Who are the "Holders" of the Securities?

Where the Securities are represented by a global security, the expression "Holders" refers to those who are shown in the records of the clearing systems as the Holder of an amount of Securities for all purposes, save for payment of any amount due under the Securities (for which purposes the common depositary or the common safekeeper or their nominees shall be treated as the "Holder"). Accordingly, only those who have an account at a clearing system will be

Holders and only Holders have direct rights against the Issuer. Holders do not include investors who own Securities indirectly (for example through a custodian and/or distributors). Investors who hold only the beneficial interests in the Securities must exercise their rights through the intermediary holding an account at the relevant clearing system.

In respect of Securities governed by French law, such person is entitled to take any action with respect to the relevant Securities except if such right is deferred to the "Masse" for the defence of the common interest of the Holders.

In respect of Securities governed by Swiss law, Securities which are either represented by a Global Security in bearer form deposited with SIX SIS or issued in uncertificated form and entered into the main register (*Hauptregister*) of SIX SIS as custodian (*Verwahrungsstelle*) and have been entered into the securities accounts of one or more participants of SIX SIS, constitute intermediated securities (*Bucheffekten*) within the meaning of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) ("**Intermediated Securities**"), and, consequently, the Holder of such Swiss Securities will be deemed to be each person holding any such Swiss Security in a securities account (*Effektenkonto*) that is in such person's name or, in the case of intermediaries (*Verwahrungsstellen*), each intermediary (*Verwahrungsstelle*) holding any such Swiss Security for its own account in a securities account (*Effektenkonto*) that is in such intermediary's name (and the expression "**Holder**" as used herein shall be construed accordingly).

11. **How is ownership of the Securities recorded?**

- *In respect of the Securities (other than Securities governed by French law)*

A purchaser will not receive a certificate representing his or her interest. Subject as provided below, each series of Securities will be issued in the form of a global security with one global security representing all of the Holders' interests in respect of an entire series of Securities. Each global security will be deposited at, and transfers of interest therein will be facilitated between, the relevant clearing systems (being any of Euroclear, Clearstream, SIX SIS or other domestic systems (as applicable)). Securities held through Monte Titoli, VPS, Euroclear Sweden or Euroclear Finland will be dematerialised, meaning that the Securities are held in electronic form in their respective book-entry systems, and there will be no global security in respect of such Securities. Transfers of such Securities will be through book entries at such clearing system. Custodians and/or distributors will hold an interest in the Securities through a clearing system on behalf of the purchasers, with whom they will have an arrangement in respect of such Securities. Registered Securities in global form may, if specified in the relevant Issue Terms, be held under the new safekeeping structure in which case the global Security will be deposited with the relevant international central securities depository (being Clearstream Banking, société anonyme) acting as common safekeeper and registered in the name of a nominee of such common safekeeper. Securities held under the new safekeeping structure may be issued with the intention that such Securities be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, either upon issue or at any time or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. However, there is no guarantee that such Securities will be recognised as eligible collateral.

- *In respect of Securities governed by French law*

Securities governed by French law are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*) inscribed in the books of Euroclear France (acting as central securities depository) which shall credit the account of an Accountholder, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Holder in either administered registered form (*au nominatif administré*) inscribed in the books of an Accountholder (and mirroring the inscriptions in the books maintained by the Issuer or the Registration Agent (designated in the Issue Terms) acting on behalf of the Issuer) or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France

maintained by the Issuer or the Registration Agent (designated in the Issue Terms) acting on behalf of the Issuer. No physical document of title will be issued in respect of Securities governed by French law.

Transfer of Securities governed by French law in bearer dematerialised form (au porteur) and in administered registered dematerialised form (au nominatif administré) may only be effected through registration of the transfer in the accounts of the relevant Accountholder. French Securities in fully registered dematerialised form (au nominatif pur) shall pass upon, and transfer of such French Securities may only be effected through, registration of the transfers in the accounts of the Issuer or of the Registration Agent.

12. What rights do Holders have against the Issuer?

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

A Holder's rights may include the right to have the principal amount of securities repaid by such Issuer at maturity, the right to receive interest based on the principal amount of such securities or otherwise, the right to receive a cash amount from the Issuer calculated in accordance with the General Conditions and/ or the Relevant Annex(es) and the Issue Terms, as applicable, or the right to receive delivery of a specified asset or assets against payment of a specified sum, all as more particularly described in the General Conditions and/ or Relevant Annex(es) and the Issue Terms, as applicable.

Upon insolvency of the Issuer, Holders of the Securities will be paid at the same time as Holders of other unsecured obligations of such Issuer and will be paid after secured obligations and preferred obligations. If the Issuer is unable to repay amounts due to Holders, each Holder will be treated equally with all other Holders who own unsecured securities issued by the Issuer.

For a discussion of certain factors affecting the Issuer's business, see the section entitled "Risk Factors" on pages 1 to 25 of the Registration Document (including as may be supplemented from time to time), and any other risk factors (which may arise or of which the Issuer may become aware after the date of this Base Prospectus) that may be included in a supplement to the Base Prospectus (or further documents to be incorporated by reference therein).

13. What do investors have to do to exercise their rights in respect of the Securities?

Purchasers' rights relating to the Securities are governed by the procedures of the relevant clearing systems. As only the Holders of the Securities can exercise any right to early redemption of the Securities, a purchaser intending to have any such right to early redemption exercised on his or her behalf must contact his or her custodian and/or distributors through which he or she holds his or her interest for details of how to give notice.

The purchaser should ensure proper and timely (if any) instructions are given to the custodian and/or distributors requesting that it notify the Holder to exercise the redemption right on his or her behalf.

14. How can you enforce your rights against the Issuer if the Issuer has failed to make a payment of principal on the Securities?

The Issuer has executed (i) a deed of covenant in respect of the Securities which are governed by English law, and (ii) a deed of covenant in respect of the Securities which are governed by Irish law, pursuant to which it covenants in favour of the Holders of Securities to comply with its obligations set out in the General Conditions and the applicable Relevant Annex(es). The Holders are granted direct rights against the Issuer, including without limitation, the right to receive all payments. This means that even if the legal "Holder" of the Securities is a depository

on behalf of a clearing system, the accountholders in the clearing system will still be able to make a direct claim against the Issuer without having to rely on the depository doing so on their behalf.

In respect of French Securities and Swiss Securities, you may enforce your rights under the Securities directly against the Issuer (including through the Representative if any). You may not rely on your custodian or any other person to make any claims on your behalf.

15. How are payments made to investors?

Where the Securities are represented by a global security, the Issuer will make payments of interest and principal or settlement amounts by paying the total amount payable to the clearing system(s), who will credit the appropriate amount to the account of each Holder (which may include custodians and/or distributors), in each case, in accordance with the rules and policies of the clearing system(s). Each purchaser of the Securities must look to its custodian and/or distributors for payments on such purchaser's Securities. The Issuer has no obligation to make payments directly to purchasers of Securities.

If a date specified for payment is not a business day, then the Issuer will make the relevant payment on the first following day that is a business day. On these occasions, the payment will be treated as if it were made on the original specified date for payment and will not be considered a late payment. Accordingly, the Issuer will not pay an additional interest amount for the postponement.

16. How are Underlying Assets delivered to the investors?

If the terms of the Securities specify that an Underlying Asset will be delivered to you on any date specified in the relevant Issue Terms, you may be required to complete a reference asset transfer notice (the form of which can be obtained from the Issue and Paying Agent) and deliver it to the Issue and Paying Agent. If so required, upon receipt of a completed reference asset transfer notice, the Issuer will procure the delivery of the Underlying Asset which if practicable, will be made through the clearing systems or in such other commercially reasonable manner as the Issuer shall determine to be appropriate for such delivery and shall notify you in accordance with the General Conditions. The reference asset transfer notice will contain, amongst other things, certain representations in respect of the delivery of shares of a company, a certification of non-U.S. beneficial ownership. If the reference asset transfer notice fails to set out the relevant representations or contain such a certification, the Issuer may deliver a cash amount which the Determination Agent estimates to be the fair market value of the deliverable assets in lieu of the assets themselves. No reference asset transfer notice is required for Swiss Securities.

If the Issuer is unable to deliver the Underlying Assets as a result of market disruption, it will deliver the deliverable assets on the day on which such disruption has ceased, and will not have any obligation to pay interest or other amounts to Holders to compensate them for the delay. The Issuer has a right, in its discretion, to settle any obligation to deliver Underlying Assets where settlement has been disrupted by payment of a cash amount which the Determination Agent estimates to be the fair market value of such Underlying Assets.

No Holder will be entitled to receive any dividends declared or paid in respect of any component of the Underlying Asset or to any other rights relating to or arising out of any component of the Underlying Asset if the record date for the relevant dividend or relevant right in respect of such components and Underlying Asset falls prior to the physical settlement of such Underlying Asset.

17. When are payments made to purchasers?

Each series of Securities purchased will have a specified redemption date or settlement date (as applicable). Securities that bear interest (either interest accrued at a fixed or floating rate or interest calculated by reference to an underlying asset) will also have interest payment dates.

If the date for payment is not a business day, the payment will be made on the immediately following business day (subject to any adjustment to the redemption date or settlement date (as applicable) under the terms and conditions of the Securities).

18. What if the Securities are not held through a clearing system?

For Securities not held through a clearing system, the "Holder" will be the investor who bears the Securities (where the Securities are in bearer form) or investor shown on the register (where the Securities are in registered form) (as applicable). To receive payment under the terms of the Security you will need to contact the paying agent or the registrar (as applicable) and you may be requested to present evidence of your holding of the Security. The Issuer will not make payments to you directly but will do so through the relevant paying agent.

19. Do Securities have a minimum denomination or trading size?

There is no requirement for a minimum denomination. In order to purchase some Securities, there may be a minimum amount that needs to be invested, and there may be minimum trading amounts.

20. Will purchasers be able to sell their Securities?

The relevant Issue Terms will specify whether your Securities will be listed on any securities exchange or not listed or traded. There may be little or no secondary market for the Securities. Even if there is a secondary market for the Securities, it may not provide enough liquidity to allow you to trade or sell the Securities easily. The Issuer may discontinue a listing at any time.

Barclays Bank Ireland PLC may act as a market maker for the Securities, but is not required to do so (subject to the rules of any applicable securities exchange). As other market makers may not participate significantly in the secondary market for the Securities, the price at which you may be able to trade your Securities is likely to depend on the price, if any, at which the Issuer is willing to buy the Securities. If at any time the Issuer or another agent does not act as a market maker, it is likely that there would be little or no secondary market for the Securities.

If the Issuer does make a market for the Securities, it may cease to do so at any time without notice (subject to the rules of any applicable securities exchange).

Securities are also subject to selling restrictions, purchaser representations and requirements and transfer restrictions that may limit your ability to resell or transfer them. Details of selling restrictions for various jurisdictions are set out in the section headed "Purchase and Sale".

The Issuer may make a secondary market in the relevant series of Securities, where an investor can sell their Securities directly or via a custodian and/or distributors. However, there is no guarantee that a secondary market will develop and a purchaser should therefore be prepared to hold the Securities until their redemption date or settlement date (as applicable). If the Issuer does make a secondary market, it may cease to do so at any time without notice.

If it is possible to sell your Securities, they would be sold for the prevailing bid price in the market. The prevailing bid price may be affected by several factors including the performance of the Underlying Asset, prevailing interest rates at the time of sale, the time remaining until the stated redemption date or settlement date (as applicable), transaction costs and the perceived creditworthiness of the Issuer. It is therefore possible that if you sell your Securities in the secondary market you may receive a price which is lower than your initial investment.

See Risk Factors 1.2 (*The secondary market value of the Securities will likely be lower than the original issue price of the Securities*), 1.3 (*The Securities are designed to be buy-to-hold instruments and the value and quoted price of your Securities (if any) at any time prior to redemption or cancellation will reflect many factors and cannot be predicted*) and 1.4 (*Your Securities may not have an active trading market and the Issuer may not be under any obligation to make a market or repurchase the Securities prior to redemption or cancellation*) above.

21. Are there any fees, expenses or taxes to pay when purchasing, holding or selling Securities?

Fees and expenses may be incurred by purchasers in relation to the purchase, holding, transfer and sale of Securities. Potential purchasers or sellers of Securities should also be aware that stamp duties or taxes may have to be paid in accordance with the laws and practices of the

country where the Securities are transferred. Every potential purchaser of Securities should consult their custodian and/or distributors for details of fees, expenses, commissions or other costs and their own tax advisers in order to understand fully the tax implications specific to his or her investment in any Security.

22. Under what circumstances may the Securities be redeemed or terminated before their stated maturity?

The Issuer has the right in certain circumstances to redeem or terminate the Securities earlier than the specified maturity or settlement date and repay the Holder an early redemption or termination amount. Such circumstances may include:

- the occurrence of an automatic early redemption (autocall) event (e.g., the level, price, rate, value or performance of the Underlying Asset rises above or falls below a pre-determined or variable barrier level or, in respect of Underlying Assets which are Reference Rates, rises above or falls below a pre-determined or variable barrier or falls between two pre-determined or variable barrier levels), if specified in the Issue Terms;
- the occurrence of a TARN early settlement event, if specified in the terms and conditions of the Securities (as to which, see Risk Factor 3.6 (*The Securities may be redeemed early following a TARN early settlement event*));
- the exercise by the Issuer of a call option, if specified to be applicable in the relevant Issue Terms (as to which, see Risk Factor 3.4 (*The Securities may be redeemed or cancelled early following the exercise by the Issuer of a call option or by the investor of a put option*) above);
- the exercise by the Holder of a put option, if specified to be applicable in the relevant Issue Terms (as to which, see Risk Factor 3.4 (*The Securities may be redeemed or cancelled early following the exercise by the Issuer of a call option or by the investor of a put option*) above);
- the occurrence of certain events outside of the control of the Issuer or other circumstances in relation to an Underlying Asset at the discretion of the Determination Agent (see the applicable Relevant Annex(es));
- the Issuer determines that its performance under any Security has become unlawful or (save in respect of Belgian Securities) impracticable in whole or in part for any reason (see General Condition 31 (*Early Settlement or Cancellation for Unlawfulness or (save in respect of Belgian Securities) Impracticability*));
- in certain circumstances where the Issuer determines that it will become subject to any withholding tax or deduction on payments made to it as a result of any change in or amendment to the laws or regulations in the relevant jurisdiction (or any authority or political subdivision thereof or therein having power to tax) or any change in the application or official interpretation of such laws or regulations or any ruling, confirmation or advice from any taxing authority;
- except in the case of Belgian Securities, the occurrence of certain Additional Disruption Events with respect to the Securities (if specified to be applicable in the relevant Issue Terms) (see General Condition 24 (*Adjustment, early redemption or early cancellation following an Additional Disruption Event*));
- following an Event of Default (see General Condition 27 (*Events of Default*)); and
- if (i) the Determination Agent determines that it is unable to replace a reference rate or to determine a floating rate of interest. See Risk Factor 4.6 (*There are risks associated with Securities linked to floating rates of interest, constant maturity swap rates*), or (ii) the applicable benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration or, if a non-EU entity or a non-UK entity, as applicable, "equivalence" is not available and it is not recognised, or endorsed, then

the Securities may be redeemed prior to maturity. See Risk Factor 4.69 (*The Benchmarks Regulations*).

The early redemption or termination amount may be less than the original purchase price of the Securities. For some Securities, the Issuer's right to repay the Securities can be exercised at any time or the Issuer may repay the Securities on the occurrence of a specified trigger event.

23. Can the Issuer amend the terms and conditions of the Securities once they have been issued?

The terms and conditions of Securities may be amended by the Issuer without the consent of the Holders if, the amendment: (i) in respect of the Securities (other than Securities governed by French law) (a) is of a formal, minor or technical nature, (b) is made to correct a manifest or proven error or omission, (c) is made to comply with mandatory provisions of the law of the relevant jurisdiction, and/or in order to comply with the amendments to any applicable laws and regulations, (d) is made to cure, correct or supplement any defective provision contained herein and/or (e) will not materially and adversely affect the interests of the Holders; and (ii) in respect of Securities governed by French Law which have a denomination of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date) or may only be traded in amounts of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), is to correct a manifest error. Any such modification shall be binding on the Holders and any such modification shall take effect by notice to the Holders.

Additionally, following the occurrence of certain events, the Determination Agent, on behalf of the Issuer, may be entitled to amend the terms and conditions of the Securities without requiring the consent of the Holders of such Securities. Typically, such events will have triggered an Additional Disruption Event under the Securities (for example, an adoption or change in any applicable law which will result in the Issuer incurring a materially increased cost in performing its obligations under the Securities, or any events that will have affected the composition or calculation of the Underlying Asset(s)) to such an extent that the Determination Agent could not make any adjustment to account for the economic effect on the Securities.

The Issuer may also amend the Conditions of the Securities where it determines that its performance thereunder, in whole or in part, is unlawful or (save in respect of Belgian Securities) impracticable.

Questions about the Determination Agent

24. Who determines the amounts payable to purchasers?

Unless otherwise specified in the Issue Terms, Barclays Bank Ireland PLC will act as Determination Agent in respect of the Securities, and in such capacity, will determine the performance levels, values or prices of the Underlying Asset(s) on specified valuation dates and will determine any interest amounts and the redemption amounts and/or physical settlement amounts payable or deliverable by the Issuer to the Holders of such Securities. Such determinations and calculations shall be made by the Determination Agent acting in good faith and in a commercially reasonable manner. In the event that a disruption event has occurred in respect of an Underlying Asset on a specified valuation date, the valuation may be postponed to an alternative date, or the Determination Agent may instead, in certain circumstances, estimate the value of such Underlying Asset on such valuation date.

In the event that,

- (i) the performance by the Issuer's obligations under the Securities, or
- (ii) (save in respect of Belgian Securities or any other Securities the Issue Terms in respect of which specifically excludes the following provision) the Issuer's or Affiliate's obligations under hedging transactions (including, for example, where the Issuer enters into a derivatives contract with a counterparty (a Hedging Provider) to offset or "hedge" the Issuer's risk and/or exposure) relating to the Securities,

have become (or there is a substantial likelihood in the immediate future that they will become) unlawful or (save in respect of Belgian Securities) impractical in whole or in part as a result of a change in applicable law or regulation or a change in the interpretation of applicable law or regulation, which results in the early termination or redemption of the Securities, the Determination Agent will determine the Early Cash Settlement Amount of such Securities which may (if (a) specified in the relevant Issue Terms or (b) in respect of Belgian Securities, such unscheduled early redemption is due to such change in law event which renders the continuance of the Securities definitively impossible) be an amount determined as soon as reasonably practicable following the event giving rise to the early redemption or cancellation of the Securities in good faith and in a commercially reasonable manner by the Determination Agent. See Commonly Asked Question 27 (*How is the Early Cash Settlement Amount determined?*) below for further information.

25. What further determinations may the Determination Agent have to make?

The terms and conditions of the Securities, as completed by (i) the applicable Relevant Annex(es) and (ii) the Issue Terms, also provide that the Determination Agent is the entity responsible for determining whether certain events have occurred (some of which are mentioned above), and in circumstances where such events have occurred, whether the terms and conditions of the Securities need to be amended to reflect such events. Such determinations shall be made by the Determination Agent acting in good faith and in a commercially reasonable manner. A non-exhaustive summary of some events is set out below:

- Market Disruption Event – any event that means the value of the Underlying Asset(s) cannot be determined in the regular manner, for example, the exchange on which the relevant shares trade has closed early or been disrupted, the fund administrator has failed to calculate or publish the net asset value of the shares, or the index sponsor has failed to publish the reference level;
- Potential Adjustment Event or Extraordinary Event (in respect of the Share Linked Securities) – any event that results in significant changes to the nature of the shares, including a reclassification, an extraordinary dividend, a delisting of shares, a merger event, a tender offer, an insolvency or a nationalisation, in addition where the shares are Stapled Shares, a de-stapling and where the share is a fund, a non-publication of the net asset value of the share;
- Index Adjustment Event (in respect of the Index Linked Securities) – (i) a material change in the formula for or the method of calculating the Index, (ii) the cancellation of an index, which is then not replaced, (iii) the failure to calculate or publish the index level (though this may be a Market Disruption Event), or (iv) in relation to Index Linked Securities having a mutual fund component, a Fund Component Event;
- Delay of Publication or Cessation of Publication (in respect of Inflation-Linked Securities) – a delay in, or cessation of, publication of an inflation index level;
- Change in Law – in respect of Securities other than Belgian Securities, a change in law which (i) it will, or there is a substantial likelihood that it will, become, or it has become, illegal for the Issuer and/or any of its Affiliates to hold, acquire, deal in or dispose of the hedge positions relating to the Securities or contracts in securities, options, futures, derivatives or foreign exchange relating to such Securities or (ii) materially increases the Issuer's costs of performing its obligations under the Securities or acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedge positions;
- FX Disruption Event – (i) an event that would have the effect of preventing or delaying the Issuer from converting any applicable currency into a Specified Currency and/or delivering a Specified Currency from accounts inside or outside Specified Jurisdictions or to a party that is non-resident of a Specified Jurisdiction, (ii) in respect of Securities other than Belgian Securities, the imposition or the intention to impose any capital controls by a government of a Specified Jurisdiction that are likely to materially affect the Issuer's ability to hedge its obligations with respect to the Securities or to unwind

such hedge or (iii) any event impacting one or more of the applicable currencies has occurred;

- CNY Disruption – an event has occurred that negatively affects the liquidity, convertibility or transferability of CNY in the general CNY exchange market in Hong Kong;
- Settlement Disruption Event – any event that has occurred as a result of which, in the opinion of the Determination Agent, the Issuer cannot make or procure delivery of the relevant Underlying Asset(s);
- Benchmark Cessation Event – if a Reference Rate ceases or will cease to be provided permanently or indefinitely or a Reference Rate is no longer or will no longer be, representative of the underlying market and economic reality that such Reference Rate is intended to measure and that representativeness will not be restored;
- Administrator/Benchmark Event – (i) if a Relevant Benchmark or its administrator or sponsor does not obtain authorisation or registration with the effect that the Relevant Benchmark may not be used in certain ways by the Issuer and/or the Determination Agent and/or any other relevant entity (as determined by the Determination Agent) or (ii) it is materially modified or (iii) it is the object of a public notice of non-compliance under applicable law or regulation (including without limitation Article 24a(6) of the EU Benchmarks Regulation);
- Constituent Debt Redenomination Event – in relation to the Constituent Debt Obligation(s) of an underlying Interest Rate Index, (i) the nominal amount of any such Constituent Debt Obligation(s) is or will be redenominated into a different currency, (ii) any amounts payable under any such Constituent Debt Obligation(s) are or will be paid in a different currency, (iii) a Constituent Debtor is unable to continue to make payments in the original currency of such Constituent Debt Obligation(s) due to a change in law, regulation, fiscal policy or other change in circumstances, and, in each case, the Determination Agent determines that such event would have a material impact on the yield of the Constituent Debt Obligation(s) or the level of the Interest Rate Index;
- Constituent Debtor Credit Event – in relation to the Constituent Debt Obligation(s) of an underlying Interest Rate Index, (i) an event analogous to insolvency, liquidation, bankruptcy or reorganisation affecting a Constituent Debtor has occurred, (ii) a Constituent Debtor fails to make payment(s) when due under its Constituent Debt Obligation(s) and the sum of such amounts are at least equal to a specified minimum amount, (iii) one or more Obligation(s) of a Constituent Debtor under its Constituent Debt Obligation(s) with a value at least equal to a specified minimum amount are accelerated as a result of an event of default or similar event, (iv) a Constituent Debt Obligation(s) is early terminated, (v) the liability of a Constituent Debtor under its Constituent Debt Obligation(s) is suspended or repudiated in whole or in part by an authority, or (vi) a fundamental term or condition of a Constituent Debtor's Constituent Debt Obligation(s) is modified;
- Fund Event or Fund Component Event – a change in the Fund Manager, investment guidelines, strategy, policy, asset allocation methodology or risk profile of a Fund, the insolvency of the Fund or its Fund Manager, a change in the dealing terms, valuation methodology and/or practice of publication of information which impairs the Determination Agent's ability to determine the net asset value of the Fund, or (in relation to non-Belgian Securities only) any changes in law, regulation, taxation or accounting practice in relation to the Fund that adversely affects the Issuer's or its Affiliates' hedging arrangement;
- Potential Adjustment of Payment Event (in respect of the Fund Linked Securities or Fund Component) – any event that may have a diluting or concentrative effect on the theoretical value of a Fund; and

- Affected Jurisdiction Hedging Disruption – in respect of Securities other than Belgian Securities, any event that has the potential of (i) materially interfering with the ability of the Issuer and/or any of its affiliate(s) to acquire, establish, re-establish, substitute, maintain, unwind or dispose all or a material portion of their hedge positions in respect of the Securities, and/or (ii) materially changing the risks associated with maintaining such hedge positions.

If the Determination Agent determines that a Market Disruption Event, a Potential Adjustment Event, an Extraordinary Event, an Index Adjustment Event, a Delay of Publication or Cessation of Publication, a Change in Law, an FX Disruption Event, a CNY Disruption, a Settlement Disruption Event, a Benchmark Cessation Event, an Administrator/Benchmark Event, a Fund Event or Fund Component Event, a Potential Adjustment of Payment Event or (save in respect of Belgian Securities) an Affected Jurisdiction Hedging Disruption and/or any other applicable event has occurred, any consequential postponement of, or any alternative provisions for, valuation provided in the terms and conditions of any securities may have an adverse effect on the value of such securities.

The applicable Relevant Annex sets out in more detail the circumstances which can lead to a disruption event and the postponement of, or a change in the process relating to, the valuation of the most common types of underlying assets.

26. **Are the Determination Agent's determinations binding on purchasers of the Securities?**

All calculations, determinations or adjustments made by the Determination Agent shall, in the absence of manifest error, be final, conclusive and binding on the Holders of the Securities.

27. **How is the Early Cash Settlement Amount determined?**

- *In respect of Securities (other than Belgian Securities)*

Where the Securities are early redeemed pursuant to the General Conditions, you will receive an early cash settlement amount (the "**Early Cash Settlement Amount**") on a date prior to the scheduled settlement date (or on the scheduled settlement date where 'Greater of Market Value and Settlement Floor' is specified in the Issue Terms and the Settlement Floor Postponement Event occurs), that, save where 'Par', 'Amortised Face Amount', 'Greater of Market Value and Par' or 'Greater of Market Value and Settlement Floor' is specified in the Issue Terms or the Securities are Belgian Securities, will be equal to the fair market value of your Securities.

Such amount shall be determined by the Determination Agent as soon as reasonably practicable following the event giving rise to the early settlement or cancellation of the Securities and by reference to such factors as the Determination Agent considers to be appropriate including, without limitation and subject to any provisions set out in the applicable Relevant Annex(es):

- (A) market prices or values for the Underlying Asset(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time;
- (B) the remaining life of the Securities had they remained outstanding to scheduled maturity or expiry;
- (C) the value at the relevant time of any minimum redemption or cancellation amount which would have been applicable had the Securities remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or cancellation date;
- (D) internal pricing models; and
- (E) prices at which other market participants might bid for securities similar to the Securities,

In any other case, the Early Cash Settlement Amount you will receive will be equal to:

- (A) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Par', an amount equal to the calculation amount of each Securities;
- (B) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Amortised Face Amount', an amount equal to the amortised face amount of your Securities, being the scheduled final cash settlement amount of such Security discounted to the date of its early redemption at a rate per annum (expressed as a percentage) (which, if none is specified in the Issue Terms, shall be the rate as would produce an amortised face amount equal to the issue price of such Security if it were discounted back from the scheduled settlement date to the issue date) compounded annually, on the basis of the day count fraction specified in the Issue Terms;
- (C) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Par', an amount equal to the greater of (a) the fair market value of your Securities prior to redemption and (b) the calculation amount of each Security; or
- (D) where the Issue Terms specifies 'Early Cash Settlement Amount' to be 'Greater of Market Value and Settlement Floor', an amount equal to the greater of the (a) fair market value of your Securities prior to redemption or cancellation (b) and the product of the Calculation Amount multiplied by a pre-defined minimum redemption amount specified in the Issue Terms.

The Early Cash Settlement Amount may also be adjusted (save where 'Unwind Costs' is specified to be 'Not Applicable' in the Issue Terms) to take into account any costs, charges, fees, accruals, losses, withholdings and expenses in connection with hedging unwind and funding breakage costs, local jurisdiction taxes and expenses and certain other taxes, prices or expenses paid (in each case, if any and as applicable as set out in the terms and conditions of the Securities)

- *In respect of Belgian Securities*

In respect of Belgian Securities, in the event of (i) early redemption or cancellation due to the occurrence of an Additional Disruption Event or (ii) early redemption due to the occurrence of an Unlawfulness Event then:

- (A) if the Issuer determines that such event (either itself or in combination with one or more Additional Disruption Event and/or Unlawfulness Event) (I) is an event (or are events) for which the Issuer is not accountable and (II) definitively prevent(s) the performance of the Issuer's obligations under the Securities (a "**Force Majeure Event**"), the Early Cash Settlement Amount will be equal to the fair market value of your Securities;
- (B) if the Issuer determines that the relevant event is not a Force Majeure Event (a "**Non-Force Majeure Event**") and there is no minimum payment amount payable in respect of the Securities, the Early Cash Settlement Amount will be equal to the fair market value of your Securities plus the pro rata cost reimbursement ("**Pro Rata Issuer Cost Reimbursement**"), being the pro rated costs paid to the Issuer (for example, structuring fees); or
- (C) if the Issuer determines that the relevant event is a Non-Force Majeure Event and there is a minimum payment amount payable in respect of the Securities, the Early Cash Settlement Amount will be either (depending on the terms and conditions of your Securities) (a) the greater of (I) the minimum payment amount and (II) the sum of the fair market value of your Securities, in either case, plus the Pro Rata Issuer Cost Reimbursement, or (b) the monetisation amount, as determined by the Determination Agent in accordance with the General Conditions, at maturity or on exercise, unless you elect to receive an

amount equal to the sum of the fair market value of your Securities plus the Pro Rata Issuer Cost Reimbursement upon early redemption or cancellation of the Securities.

28. What is an Event of Default and when does it occur?

An Event of Default occurs if certain specified events happen in relation to the Issuer or the Securities, as set out in General Condition 28 (*Events of Default*). The following events may constitute an Event of Default:

- Non-payment of principal or settlement amounts: The Issuer fails to pay any Optional Cash Settlement Amount, Nominal Call Event Cash Settlement Amount, Autocall Cash Settlement Amount, Early Cash Settlement Amount or Final Cash Settlement Amount when due and such failure continues for 30 calendar days (subject to certain exceptions for administrative or technical errors and compliance with mandatory laws);
- Non-payment of interest or instalments: Any interest, coupon or Instalment Amount has not been paid within 30 calendar days of the due date for payment (subject to certain exceptions for administrative or technical errors and compliance with mandatory laws);
- Failure to deliver: The Issuer fails to deliver any Entitlement on the due date for delivery and such failure has not been remedied within 30 calendar days of notice of such failure (subject to certain exceptions);
- Material breach: The Issuer breaches any term and condition of the Securities in a way that is materially prejudicial to the interests of the Holders, and that breach has not been remedied within 30 calendar days of the Issuer having received notice thereof from Holders holding at least one-quarter in outstanding nominal amount or number of the relevant Series demanding remedy; or
- Insolvency: An order is made or an effective resolution is passed for the winding-up of the Issuer (otherwise than in connection with a scheme of reconstruction, merger or amalgamation).

Following an Event of Default, a Holder (or, in respect of certain French Notes, the Representative of the Holders) may give notice to the Issuer that the Securities are immediately due and payable at the Early Cash Settlement Amount. You should be aware that:

- Not all payment failures automatically trigger an Event of Default – certain grace periods and materiality thresholds apply as specified in General Condition 28 (*Events of Default*);
- The occurrence of an Event of Default may lead to early redemption or cancellation of the Securities, in which case you will receive the Early Cash Settlement Amount as determined in accordance with the General Conditions (see Commonly Asked Question No. 27 (*How is the Early Cash Settlement Amount determined?*) above);
- Following an Event of Default, the amount you receive may be less than your original investment and you may lose all or part of your invested capital, depending on the creditworthiness of the Issuer at the time; and
- You may choose to keep your Securities outstanding following an Event of Default (in which case the market value of those Securities may decline significantly) or require immediate redemption or cancellation at the Early Cash Settlement Amount.

For full details of the circumstances constituting an Event of Default and the consequences thereof, see General Condition 28 (*Events of Default*) in the Terms and Conditions section of this Base Prospectus, Risk Factor 3.10 (*There are risks associated with the ability to enforce under the Securities*) above and Risk Factor 11. (*Regulatory action in the event a bank or*

investment firm in the Group is failing or likely to fail, including the exercise by the Resolution Authority of a variety of statutory resolution powers, could materially adversely affect the value of the Securities) in the Registration Document, and any other risk factors (which may arise or of which the Issuer may become aware after the date of this Base Prospectus) that may be included in a supplement to the Base Prospectus (or further documents to be incorporated by reference therein).

Questions on the type of Underlying Asset linked Securities issued under this Programme

29. What type of Underlying Assets may be linked to Securities issued under this Base Prospectus?

The interest or coupon (in either case, if applicable) and final settlement terms of Securities issued under the Base Prospectus may be linked to the performance of one or more of the following types of 'Underlying Assets': equity indices, shares (including Stapled Shares), depository receipts representing shares, exchange-traded funds, foreign exchange rates, funds, debt instruments, inflation rates, interest rates or swap rates or interest rate indices or any other rate, and/or other indices (of one or more types of component assets) sponsored by Barclays.

More information about the most common types of underlying assets is set out below at Commonly Asked Questions 29 to 35.

30. What are share linked securities?

Amounts payable or assets deliverable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to the performance of a share (or Stapled Shares) or a basket of shares (or Stapled Shares) (or one or more global depository receipts or shares of exchange traded funds) over a fixed period of time or on fixed dates. Such Securities are known as Share Linked Securities. The shares of companies or exchange traded funds that are referenced by such Securities are likely to be traded on a stock exchange and the prices of such shares may be published on recognised information services, for example, Bloomberg or FTSE screens or on the website of the share issuer or exchange traded fund, in which case you will be able to monitor the relevant share prices during the life of the Share Linked Securities.

31. What are index linked securities?

Amounts payable or assets deliverable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to the performance of an index or a basket of indices over a fixed period of time or on fixed dates. Such Securities are known as Index Linked Securities.

An equity-based index is a synthetic portfolio of shares representing a particular market or portion of it and each such index has its own calculation methodology and is usually expressed in terms of a change from a base value.

There are two types of such equity-based indices that are referenced by Index Linked Securities: (a) a unitary index, where the underlying shares are deemed to trade on a single stock exchange and the level of such index is published on a recognised information service; and (b) a multi-exchange index, where the underlying shares are deemed to trade on more than one stock exchange and the level of such index is published on a recognised information service.

32. What are inflation-linked securities?

Amounts payable or assets deliverable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to the performance of an inflation index or another consumer price index or a basket of inflation indices over a fixed period of time or on fixed dates. Such Securities are known as Inflation-Linked Securities.

Inflation rates measure the percentage change in the general level of prices of goods and services in an economy over a period of time. The values of such inflation rates are published by recognised information services or are determined by central banks.

33. **What are Barclays index linked securities?**

Amounts payable or assets deliverable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated over a fixed period of time or on fixed dates by reference to the performance of an index or a basket of indices which are sponsored by Barclays Bank PLC. Such Securities are known as Barclays Index Linked Securities.

34. **What are foreign exchange rate linked securities?**

Amounts payable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to the performance of a foreign exchange rate or a basket of foreign exchange rates over a fixed period of time or on fixed dates. Such Securities are known as FX Linked Securities. Foreign exchange rates indicate the relationship between one specified currency and another currency. The values of such foreign exchange rates are published by recognised information services.

35. **What are fund linked securities?**

Amounts payable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to a fund or a basket of funds over a fixed period of time or on fixed dates. Such Securities are known as Fund Linked Securities.

The funds that are referenced by such Securities are managed by fund management companies who select underlying fund components and manage such underlying fund components.

36. **What are reference rate linked securities?**

Amounts payable in respect of some Securities, as indicated in the relevant Issue Terms, may be calculated by reference to one or more reference rates.

For example, interest amounts payable in respect of floating rate Securities or Securities having an interest rate or a component of such interest rate which reference a floating rate may be calculated on the basis of, without limitations, (i) a reference rate, which appears on a relevant screen page of an information services provider (e.g. Bloomberg or FTSE) on or around the date when the interest is calculated, or a compounded daily reference rate, (ii) a swap rate for swap transactions in the specified currency with a designated maturity which appears on the relevant screen page on or around the date when the interest is calculated, (iii) an interest rate index reflecting the percentage yield of treasury bonds or corporate bonds, which appears on the relevant screen page on or around the date when the interest is calculated, (iv) the most recently published central bank rate for short-term rate deposits published on the relevant screen page on the relevant interest determination date or (v) the difference between two swap rates.

Where the Issue Terms specifies that the "Range Accrual Factor" is applicable, the amount payable in respect of the Securities will be linked to the daily movement of one or more rates.

37. **What are bond linked securities?**

Amounts payable in respect of some Securities, as indicated in the relevant Issue Terms, will be calculated by reference to a bond or a basket of bonds over a fixed period of time or on fixed dates. Such Securities are known as Bond Linked Securities.

The bonds, that are referenced by such Securities, are issued by an underlying entity (each a "**Reference Entity**") and may be denominated in a different currency (which may include emerging market currencies) to the Securities. By investing in the Securities, in addition to the credit risk of the Issuer, investors are exposed to the credit risk of each Reference Entity and will have no rights against any such Reference Entity or interest in the bonds if any such Reference Entity defaults.

TERMS AND CONDITIONS OF THE SECURITIES

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*The following section "1. General Terms and Conditions" comprises the general terms and conditions of the Securities (the "**General Conditions**") and shall be applicable to each Series of Securities.*

1. GENERAL TERMS AND CONDITIONS

A. INTRODUCTION

1. GENERAL

The Securities are issued as a series ("**Series**") of notes ("**Notes**"), redeemable certificates ("**Redeemable Certificates**") or exercisable certificates ("**Exercisable Certificates**" and together with Redeemable Certificates, "**Certificates**"), as specified in the Issue Terms, by Barclays Bank Ireland PLC (or any New Issuer substituted in accordance with General Condition 34 (*Substitution (Securities other than French Securities)*), the "**Issuer**"), and references to 'Securities' shall be construed as a reference to each Series accordingly.

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

2. TERMS AND CONDITIONS OF THE SECURITIES

The terms and conditions of the Securities comprise (i) these General Conditions, (ii) the applicable Relevant Annex(es) (if any), (iii) the applicable Schedule(s) (if any) and (iv) as completed (and, in the case of Excluded Securities, as may be amended) by the issue specific details relating to the Securities as set out in the Issue Terms (together, the "**Terms and Conditions of the Securities**" or the "**Conditions**").

The applicable Relevant Annex(es) (if any) in respect of the Securities is (or are, as applicable) each Relevant Annex specified as applicable in the Issue Terms. The General Conditions together with the applicable Relevant Annex(es) in respect of the Securities, is referred to as the "**General Terms and Conditions**" in respect of the Securities.

The "**Issue Terms**" means either (i) where the Securities are not Excluded Securities (as defined below), a final terms document (the "**Final Terms**") prepared in respect of such Securities or (ii) where the Securities are Excluded Securities, a pricing supplement document (the "**Pricing Supplement**") prepared in respect of such Securities. The Issue Terms will specify the issue specific details of the Securities and, in the case of a Pricing Supplement, may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the General Terms and Conditions amend (including modify, and/or supplement and/or replace) the General Terms and Conditions. In the event of any inconsistency between the General Terms and Conditions and the Issue Terms, the Issue Terms shall prevail.

"**Excluded Securities**" means Securities: (i) for which no prospectus is required to be published for an offering or listing of such Securities in the European Economic Area ("**EEA**") under Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"); or (ii) which have terms and conditions (for example, payout terms) not strictly provided for in the terms and conditions of the base prospectus under the Programme in respect of which the Securities will be issued.

3. MASTER AGENCY AGREEMENT AND DEED OF COVENANT

Securities are issued pursuant to the Master Agency Agreement dated on or about 1 June 2026 (as amended and/or supplemented and/or restated and/or replaced as at the relevant Issue Date, the "**Master Agency Agreement**") and, other than Irish Securities, French Securities and Swiss Securities, with the benefit of a deed of covenant dated on or about 1 June 2026 (as amended and/or supplemented and/or restated and/or replaced as at the relevant Issue Date, the "**English Law Deed of Covenant**") and, in respect of Irish Securities, with the benefit of a deed of covenant dated on or about 1 June 2026 (as amended and/or supplemented and/or restated

and/or replaced as at the relevant Issue Date, the "**Irish Law Deed of Covenant**" and, together with the English Law Deed of Covenant, the "**Deeds of Covenant**"), in each case, executed by the Issuer. French Securities are issued pursuant to the Conditions with the benefit of the Master Agency Agreement. Copies of the Master Agency Agreement and the Deeds of Covenant are available for inspection at the registered office of the Issuer, the Issue and Paying Agent and the specified offices of the Paying Agents, the Transfer Agents and the Registrar.

4. AGENTS

The determination agent (the "**Determination Agent**"), the issue and paying agent (the "**Issue and Paying Agent**"), the registrar (the "**Registrar**"), the registration agent (the "**Registration Agent**"), the paying agents (the "**Paying Agents**") and the transfer agents (the "**Transfer Agents**") (together, the "**Agents**") shall be as specified below or in the Issue Terms, as applicable. The Issue and Paying Agent shall be The Bank of New York Mellon, London Branch, of 160 Queen Victoria Street, London EC4V 4LA, subject as provided in General Condition 28.1 (*Appointment of Agents*).

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

5. FORM, TITLE AND TRANSFER

5.1 Form of Securities

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

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

Bearer Securities will initially be issued in global form (each a "**Global Bearer Security**" and, if more than one, the "**Global Bearer Securities**"), and may only be exchanged for Securities in definitive form (each a "**Definitive Bearer Security**" and, if more than one, the "**Definitive Bearer Securities**") (i) in the case of Bearer Securities with a single Specified Denomination, if specified in the Issue Terms or (ii) in the case of all Bearer Securities, upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Bearer Security. Registered Securities may initially be issued in global form (each a "**Global Registered Security**" and, if more than one, the "**Global Registered Securities**" and, together with a Global Bearer Security, each a "Global Security" and, if more than one, the "**Global Securities**") if specified in the Issue Terms, which may only be exchanged for Securities in definitive form (each a "**Definitive Registered Security**" and, if more than one, the "**Definitive Registered Securities**" and, together with Definitive Bearer Securities, "**Definitive Securities**"), if specified in the Issue Terms, or upon an Exchange Event occurring, and in each case in accordance with the terms of the relevant Global Registered Security. Registered Securities may initially be issued as Definitive Registered Securities if specified in the Issue Terms. The Issuer will promptly give notice to Holders if an Exchange Event occurs.

(b) Form of Danish Securities

Danish Securities are issued in uncertificated and dematerialised book-entry form in accordance with Consolidated Act No. 198 of 26 February 2024 on

Capital Markets (the "**Danish Capital Markets Act**"), as amended or replaced from time to time, and Executive Order No. 1175 of 31 October 2017 on, amongst other things, the registration of fund assets in a securities centre (*Bekendtgørelse om registrering af fondsaktiver i en værdipapircentral*) (the "**Danish VP Registration Order**"). References in these General Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Danish Securities.

(c) **Form of Finnish Securities**

Finnish Securities are issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Securities Markets Act (746/2012), the Finnish Act on the Book-entry System and Settlement Activities (*laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017)) and the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä* (827/1991)), other applicable Finnish legislation and Euroclear Finland Rules. No Global Securities or Definitive Securities representing Finnish Securities will be issued, and the General Conditions of such Securities will be construed accordingly. References in the General Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Finnish Securities.

(d) **Form of French Securities**

French Securities are governed by French law, issued in dematerialised book-entry form and constitute (i) *obligations* within the meaning of Article L.213-5 of the French *Code monétaire et financier* ("**French Notes**") or (ii) other *titres de créance* (excluding *titres de créances négociables*) within the meaning of Article L.213-0-1 of the French *Code monétaire et financier*.

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

Unless expressly excluded in the relevant Issue Terms and to the extent permitted by applicable French law, the Issuer may at any time request from the central securities depository identification information of Holders of French Securities, including the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, email address of such Holders.

(e) **Form of Norwegian Securities**

Norwegian Securities are issued in uncertificated and dematerialised book-entry form and cleared through Euronext VPS, in accordance with the Euronext VPS Rules, i.e. the Norwegian Central Securities Depositories Act 2019-03-15 no. 6 (the "**CSD Act**"), which implements Regulation (EU) No. 909/2014 into Norwegian law, and any regulations passed under the CSD Act as well as the rules and procedures of Euronext VPS, in each case as amended or replaced from time to time. References in the Conditions to Coupons, Receipts, Talons and Global Securities shall not apply to Norwegian Securities.

(f) **Form of Swedish Securities**

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

(g) **Form of Swiss Securities**

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

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

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

If the Issue Terms specifies 'NGN Form' to be 'Applicable' with respect to a Global Bearer Security ("**NGN Form**"), or if the Issue Terms specifies 'Held under the NSS' to be 'Applicable' with respect to a Global Registered Security to be held under the New Safekeeping Structure ("**NSS**"), such Global Bearer Security or Global Registered Security will be delivered on or prior to the original issue date of the Series or Tranche to a common safekeeper (a "**Common Safekeeper**").

If the Issue Terms specifies 'CGN Form' to be 'Applicable' ("**CGN Form**") or if the Issue Terms specifies 'Held under the NSS' to be 'Not Applicable', the Global Security may be delivered on or prior to the original issue date of the Series or Tranche to a Common Depository for the Relevant Clearing System (and, in the case of Registered Securities, registered in the name of any nominee for the Relevant Clearing System).

Upon any such delivery and (as applicable) registration, the Relevant Clearing System will then credit each subscriber with an aggregate nominal amount or aggregate number of Securities, as applicable, in relation to the Global Security equal to the nominal amount or number thereof for which it has subscribed and paid. If the Global Security is in NGN Form, the Aggregate Nominal Amount or aggregate number, as applicable, of the Global Security shall be that which is from time to time entered in the records of the Relevant Clearing System. Securities should only be issued in NGN Form or to be held under the NSS where they are intended to be held in a manner which would

allow Eurosystem eligibility but such recognition will depend upon the satisfaction of the Eurosystem eligibility criteria.

5.2 Exchange of Securities

(a) Exchange of Global Bearer Securities

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

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

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

On or after any due date for exchange of a Global Security, the Holder may surrender it or, in the case of a partial exchange, present it for endorsement to or to the order of the Issue and Paying Agent or Registrar, as applicable, and in exchange the Issuer will deliver, or procure the delivery of, (i) in the case of a Temporary Global Security, a Permanent Global Security in an aggregate nominal amount or representing an aggregate number of Securities, as applicable, equal to that of the Temporary Global Security that is being exchanged, or (ii) in the case of a Permanent Global Security exchangeable for Definitive Securities, an equal aggregate nominal amount or aggregate number, as applicable, of duly executed and authenticated Definitive Securities. If the Global Security is a Global Bearer Security in NGN Form or a Global Registered Security that is held under the NSS, the Issuer will procure that details of such exchange be entered pro rata in the records of the Relevant Clearing System. Upon exchanging each Permanent Global Security in full, the Issuer will, if the Holder so requests, procure that it is cancelled and returned to the Holder together with the relevant Definitive Securities.

(b) Exchange of French Securities

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

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

5.3 Denomination and Number

(a) Notes

The Issue Terms in respect of Securities that are Notes will specify the denomination or denominations (each a "**Specified Denomination**") in which

such Securities are issued, the Aggregate Nominal Amount, the Issue Price per Security, the Settlement Currency and the Calculation Amount.

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

All Registered Securities and French Securities of a Series shall be issued in one Specified Denomination only.

(b) **Redeemable Certificates**

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

(c) **Exercisable Certificates**

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

(d) **Redenomination**

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

5.4 **Title**

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

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

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

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

(b) **Title to Danish Securities**

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

(c) **Title to Finnish Securities**

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

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

(d) **Title to French Securities**

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

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

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

(e) **Title to Norwegian Securities**

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

(f) **Title to Swedish Securities**

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

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

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

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

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

5.5 **Transfers**

(a) **Transfers of Cleared Securities**

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

Subject to General Condition 5.5(d) (*Minimum Tradable Amount*) below, transfers of Securities which are held in a Relevant Clearing System may be effected only through the Relevant Clearing System in which the Securities to be transferred are held and only in accordance with the Relevant Rules. Title will pass upon registration of the transfer in the books of Euroclear, Clearstream or the Euroclear France Accountholder, as the case may be.

(ii) **Transfers of Danish Securities**

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

(iii) **Transfers of Finnish Securities**

Transfers of Finnish Securities are effected upon entry in the Euroclear Finland Register and in accordance with the Relevant Rules, the Finnish Act on the Book-entry System and Settlement Activities (*laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017)) and the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä* (827/1991)).

(iv) **Transfers of French Securities**

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

(v) **Transfers of Norwegian Securities**

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

(vi) **Transfers of Swedish Securities**

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

(vii) **Transfers of Swiss Securities**

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

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

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

Bearer Securities which are not Cleared Securities, Coupons, Talons and Receipts will be transferred by delivery.

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

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

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

(c) **Registered Security closed periods**

No Holder may require the transfer of a Definitive Registered Security (i) during the period of 15 calendar days ending on the due date for redemption or exercise of such Definitive Registered Security or any date on which the Securities may be called for redemption by the Issuer at its option pursuant to General Condition 14.1 (*Optional Early Settlement – Issuer Call*), (ii) on any day after the date of any Option Exercise Notice or any Delivery Entitlement Instruction (if earlier) is delivered by such Holder or, (iii) during the period of 15 calendar days before any date on which such Definitive Registered Security may be cancelled by the Issuer at its option, (iv) after any such Definitive Registered Security has been called for redemption or has been exercised or (v) during the period of seven calendar days ending on (and including) any Record Date.

(d) **Minimum Tradable Amount**

Transactions in the Securities may, if specified in the Issue Terms, be subject to a Minimum Tradable Amount, in which case such Securities will be transferable only in a nominal amount, in the case of Notes, or in a number,

in the case of Certificates, of not less than such Minimum Tradable Amount and, in the case of Cleared Securities, in accordance with the Relevant Rules.

For the avoidance of doubt the Securities to be offered/admitted to trading on Borsa Italiana trading venues shall be transferred in lots at least equal to one (1) Certificate, or multiples thereof and in accordance with the listing rules of the markets organised and managed by Borsa Italiana.

6. **STATUS**

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

7. **CONTRACTUAL ACKNOWLEDGEMENT OF BAIL-IN IN RESPECT OF ENGLISH LAW SECURITIES AND SWISS SECURITIES**

Notwithstanding any other terms of the English Law Securities or the Swiss Securities or any other agreement, arrangement or understanding between the Issuer and a Holder of English Law Securities or Swiss Securities, each Holder of English Law Securities and each Holder of Swiss Securities (for the purposes of this General Condition 7, such English Law Securities or Swiss Securities (as applicable), the "**Relevant Securities**") acknowledges and accepts that to the extent that the Issuer is subject to an Article 55 Requirement, any liability of the Issuer under or in connection with the Relevant Securities may be subject to Bail-In Action by the Relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to the Relevant Securities, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of the Relevant Securities;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of the Relevant Securities; and
- (b) a variation to the Conditions of the Relevant Securities to the extent necessary to give effect to any Bail-In Action in relation to any such Relevant Securities.

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

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

8. **CALCULATIONS AND PUBLICATION**

8.1 **Rounding**

For the purposes of any calculations required pursuant to the Conditions, unless otherwise specified all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case

of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

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

- (a) As soon as practicable on such date as the Issue and Paying Agent or, as applicable, the Determination Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation in respect of or in connection with any Security, such Agent shall determine such rate, obtain any required quotation or make such determination or calculation, as the case may be, and cause the relevant payment or delivery amount, as applicable, to be notified to the Issuer, each of the Paying Agents, the Holders, any other Agent in respect of the Securities that is to make a payment, delivery or further calculation or determination upon receipt of such information and, if the Securities are listed and the rules of the Relevant Stock Exchange or other relevant authority so require, such exchange or relevant authority, as soon as possible after their determination. Any interest amount so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant period for calculation of interest.
- (b) For Notes listed on the regulated market of Borsa Italiana MOT and/or admitted to trading on the multilateral trading facility of EuroTLX and/or Euronext Access Milan, notwithstanding the above, the Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to Borsa Italiana no later than (i) two Milan Business Days prior to the first day of each Interest Period in the case of Notes to be traded on an ex coupon basis (*corso secco*); or (ii) three Milan Business Days prior to the relevant Interest Period End Date in the case of Notes to be traded on a cum-coupon basis (*tel quel*). Notice of the foregoing will be published in accordance with Condition 8.2(a) as soon as possible after the determination and in no event later than four Milan Business Days thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to Borsa Italiana. The Issuer will cause the early redemption of the Notes to be notified to Borsa Italiana three Milan Business Days in advance at the latest. For the purposes of this Condition, the expression ("**Milan Business Day**") means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Milan.

8.3 Calculation Amount

(a) General

Subject as provided in General Condition 23 (*Settlement by Instalments*) in the case of Instalment Notes, if the Settlement Amount or Entitlement relating to a Security is specified, or is to be determined, by reference to the Calculation Amount specified in the Issue Terms, then, on each occasion on which such Security is redeemed or exercised in part, the corresponding Settlement Amount or Entitlement shall be deemed to have been reduced by an amount proportional to the nominal amount or portion of the Security so redeemed or exercised with effect from the date of such partial reduction or exercise.

(b) **Calculations in respect of Securities**

- (i) Notwithstanding anything to the contrary in the Conditions or the Master Agency Agreement, but subject as provided in General Condition 23 (*Settlement by Instalments*) in the case of Instalment Notes in light of which any applicable provisions of the following shall be construed:
 - (A) in respect of a Security for which a Specified Denomination is stated, each calculation of a physical amount deliverable in respect of such Security hereunder shall be made on the basis of the relevant Calculation Amount and the amount payable on any particular Security shall be equal to the product of (i) the amount produced by such calculation (after applying any applicable rounding in accordance with the Conditions) and (ii) a number equal to the Specified Denomination of the relevant Security divided by the relevant Calculation Amount;
 - (B) in respect of a Security for which no Specified Denomination is stated, each calculation of a physical amount deliverable in respect of such Security hereunder shall be made on the basis of the relevant Calculation Amount; and
 - (C) each calculation of an amount payable in cash in respect of each Security (other than Definitive Securities) shall be based on the Aggregate Nominal Amount or aggregate Number of Securities (as applicable) of all such Securities outstanding on such date (or the relevant affected portion thereof), rounded in accordance with the method provided in General Condition 8.1 (*Rounding*) above and distributed in accordance with the Relevant Rules.
- (ii) For the avoidance of doubt, in relation to any amount or Entitlement which is payable or deliverable under the Conditions in respect of a Security and which is calculated by reference to a Calculation Amount, references to (A) 'Security', in the case of Securities that are Notes, shall mean a Security having a nominal amount (or face value) equal to the Calculation Amount and (B) an amount 'per Calculation Amount', in the case of Certificates, shall mean per Security.

8.4 **Business Day Convention**

If (i) any date specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, or (ii) there is no numerically corresponding day of the calendar month in which an Interest Payment Date or an Interest Period End Date should occur, and where in each case the Issue Terms specifies the Business Day Convention to be:

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

- (c) 'Modified Following', such date shall be postponed to the next day that is a Business Day unless it would fall in the next calendar month, in which case such date shall be brought forward to the immediately preceding Business Day;
- (d) 'Nearest', such date shall be brought forward to the first preceding day that is a Business Day if the relevant date otherwise falls on a day other than a Sunday or a Monday and shall be postponed to the first following day that is a Business Day if the relevant date otherwise falls on a Sunday or a Monday; or
- (e) 'Preceding', such date shall be brought forward to the immediately preceding Business Day;

provided that, where the 'Modified Following' or 'Preceding' Business Day Convention applies to any relevant date, and the Issue Terms provides that such Business Day Convention is 'subject to adjustment for 'Unscheduled Business Day Holiday', then if that date would otherwise fall on a day that is not a Business Day as a result of an Unscheduled Business Day Holiday, that date will instead fall on the first following day that is a Business Day.

For the avoidance of doubt, an Interest Payment Date and an Interest Period End Date may be adjusted in accordance with different Business Day Conventions.

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

9. PAYMENTS AND DELIVERIES

9.1 Payments and deliveries in respect of Definitive Bearer Securities

In respect of any Definitive Bearer Security, payments of principal or settlement amount will be made against and subject to the presentation and surrender (or, in the case of part payment or delivery, endorsement) of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relevant Note) or the relevant Definitive Bearer Security, as the case may be, at the specified office of any Paying Agent outside the United States, by a cheque drawn in the currency in which payment is due, or by transfer to an account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) with an Account Bank denominated in such currency, as applicable. Payments of interest or coupon will be made as set out above but against and subject to the presentation and surrender of the relevant Coupon. Deliveries of any Entitlement shall be made in the manner notified to Holders.

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

If the due date for redemption of any Definitive Bearer Security is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation and surrender of the relevant Definitive Bearer Security.

9.2 Payments and Deliveries in respect of Definitive Registered Securities

Payments of principal (which for the purposes of this General Condition 9.2 shall include final Instalment Amounts payable on final redemption of the Securities but not other Instalment Amounts) or settlement amount and deliveries of any Entitlement in respect of each Definitive Registered Security will be made against and subject to the condition to settlement, presentation and surrender (or, in the case of part payment or delivery, endorsement) of the relevant Definitive Registered Security at the specified office of the Registrar or any of the Transfer Agents and in the manner provided in the immediately following paragraph below.

Payments of interest (which for the purposes of this General Condition 9.2 shall include all Instalment Amounts other than final Instalment Amounts payable on final redemption of the Securities) or coupon (as applicable) in respect of each Definitive Registered Security will be made on the relevant due date to the Holder, or the first-named of any joint Holders, appearing in the Register at the close of business on the relevant Record Date by cheque, drawn on an Account Bank and mailed to such Holder at the address in the Register, or by electronic transfer to an account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) in the relevant currency maintained by the payee with an Account Bank. Delivery of any Entitlement will be made in the manner notified to Holders.

9.3 Payments and Deliveries in respect of Global Securities

(a) Global Bearer Securities

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

(b) NGNs and Global Securities held under NSS

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

(c) CGNs

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

All payments of interest and principal which are due on the same date will be made in a single, aggregate amount.

(d) Global Registered Securities that are Cleared Securities

All payments and deliveries in respect of Cleared Securities that are represented by a Global Registered Security will be made against and subject to presentation for endorsement and, if no further payment or delivery falls to be made in respect of the Global Registered Securities, surrender of that Global Registered Security to, or to the order of, the person whose name is entered on the Register at the close of business on the Record Date and in the manner specified above in relation to Definitive Registered Securities or otherwise in the manner specified in the relevant Global Registered Security.

All payments of interest and principal which are due on the same date will be made in a single, aggregate amount.

(e) Relationship of Accountholders and Relevant Clearing Systems

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

(f) Exercise of options or partial redemption in respect of Registered Securities

In the case of an exercise of an Issuer's or Holder's option in respect of, or a partial redemption of, a holding of Registered Securities represented by a single Definitive Registered Security or Global Registered Security, as the case may be, a new Definitive Registered Security shall be issued to the Holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Securities of the same holding having different terms, a separate Definitive Registered Security or Global Registered Security shall be issued in respect of those Registered Securities of that holding that have the same terms. New Definitive Registered Securities shall only be issued against surrender of the relevant existing Definitive Registered Security or Global Registered Security to the Registrar or any Transfer Agent. In the case of a transfer of Registered Securities to a person who is already a Holder of Registered Securities, a new Definitive Registered Security representing the enlarged holding shall only be issued against surrender of the Definitive Registered Security or Global Registered Security representing the existing holding.

9.4 Payments and Deliveries in respect of Danish Securities

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

9.5 Payments and Deliveries in respect of Finnish Securities

Payments of principal, interest and instalments of principal in respect of the Finnish Securities will be made to the Holders of the Finnish Securities (appearing on the register maintained by Euroclear Finland in accordance with the Relevant Rules at the close of business on the TARGET Settlement Day immediately preceding the Relevant Date) in accordance with the Finnish Act on the Book-entry System and Settlement

Activities (*laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017)*), the Finnish Act on Book-entry Accounts (*laki arvo-osuustileistä (827/1991)*), other applicable Finnish legislation and the Relevant Rules.

9.6 Payments and Deliveries in respect of French Securities

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

For the purpose of this General Condition 9.6, "**Receiving Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of euro, in a city in which banks have access to the TARGET System.

9.7 Payments and Deliveries in respect of Norwegian Securities

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

9.8 Payments and Deliveries in respect of Swedish Securities

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

9.9 Payments and Deliveries in respect of Swiss Securities

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

9.10 Unmatured Coupons and Receipts and unexchanged Talons

(a) Unmatured Coupons and unexchanged Talons void

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

(b) Requirement for Indemnity

Where any Definitive Bearer Security is presented for redemption or final settlement without all unmatured Coupons or any unexchanged Talon relating to it or all Receipts relating to it having an Instalment Date falling on or after such date of presentation, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(c) Unmatured Receipts Void

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

9.11 Taxes, Exercise Price, Settlement Expenses and Conditions to Settlement

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

- (i) depositing (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Registered Securities with the Registrar or any Transfer Agent at its specified office;
- (ii) if the Issue Terms specifies 'Settlement Method' as 'Physical', delivery of a valid and complete Delivery Entitlement Instruction; and
- (iii) payment by the relevant Holder(s), of any applicable Taxes and (unless the Issue Terms specifies 'Not Applicable') Settlement Expenses and any other amounts payable as specified in the Conditions. The Issuer shall notify the Holder(s) of (A) such applicable Taxes, Settlement Expenses and other amounts payable and (B) the manner in which such amounts shall be paid by the Holder(s).

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

(c) Each Holder of a Security, a Coupon, a Talon or Receipt acknowledges and agrees that if it receives from the Issuer or any Paying Agent or other agent of the Issuer any sum of money or asset in respect of the relevant Security, Coupon, Talon or Receipt otherwise than strictly in accordance with the Conditions of the relevant Security, it has no right to retain any such sum or asset.

9.12 Payments on Business Days and postponed payments

Subject to the application of any Business Day Convention, if the date on which any amount or Entitlement is specified as being or is otherwise determined to be, payable or deliverable is not (i) a Business Day (or, in respect of Swedish Securities only, a Stockholm Business Day) and (ii) in the case of Definitive Securities only, a day other than a Saturday or Sunday on which the relevant Agents are open for general business in the relevant place of presentation, then payment or delivery will not be made until

the next succeeding day which is (A) a Business Day (or, in respect of Swedish Securities only, a Stockholm Business Day) and (B) in the case of Definitive Securities only, also a day other than a Saturday or Sunday on which the relevant Agents are open for general business in the relevant place of presentation, and the Holder thereof shall not be entitled to any interest or any further payment in respect of such delay. In respect of Securities other than Belgian Securities, if payment is postponed for any other reason under the Conditions, including postponement due to the unavailability of a Reference Rate as provided in General Condition 12.5(d)(iv)(A)(3), the Holders shall not be entitled to any interest or any further payment on account of such postponement.

9.13 Payment and deliveries subject to laws

All payments and deliveries in respect of the Securities are subject in all cases to any applicable laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer, and the Issuer will not be liable for any Taxes of whatsoever nature imposed by such laws, resolutions, directives or agreements, but without prejudice to the provisions of Condition 29 (*Taxation*). Each Holder and holder of a Coupon or Receipt acknowledges and agrees that if it receives from the Issuer or any Paying Agent or other agent of the Issuer any sum of money or asset in respect of the relevant Security or Coupon or Receipt otherwise than strictly in accordance with the Conditions of the relevant Security, it has no right to retain any such sum or asset.

9.14 Payments in CNY

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

10. SETTLEMENT

10.1 Physical Settlement by Delivery of the Entitlement

(a) Delivery of Entitlement

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

- (i) Save in respect of French Securities, the Issuer shall, subject to this General Condition 10, General Condition 8 (*Calculations and Publication*) and General Condition 9 (*Payments and Deliveries*), on any relevant Physical Delivery Date, deliver (or procure delivery on its behalf) of the relevant Entitlement in respect of each Security to the relevant account in respect of Cleared Securities in the Relevant Clearing System in accordance with the Relevant Rules and, in respect of all other Securities, such account as may be notified by the relevant Holder to the Issuer in the relevant Delivery Entitlement Instruction at the risk and expense of the relevant Holder. If a Holder does not provide the Issuer with sufficient instructions in a timely manner to enable the Issuer (directly or acting through such person (including any of its Affiliates) as it may procure) and/or the Relevant Clearing System, if applicable, to effect any required delivery of the Entitlement, the due date for such delivery shall be postponed accordingly. The Issuer and the Relevant Clearing System, if applicable, shall determine whether any instructions received by it are sufficient and whether they have been received in time to enable delivery on any given date. As used in this General Condition 10.1, "**delivery**" means, in relation to any Entitlement, the carrying out of the steps required of the Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf) in order to effect the transfer of the relevant Entitlement and "**deliver**", "**delivered**" and "**deliverable**"

shall be construed accordingly. The Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf) shall not be responsible for any delay or failure in the delivery of any Entitlement once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars or otherwise and shall have no responsibility for the lawfulness of the acquisition or transfer of the Entitlement or any interest therein by any Holder or any other person.

- (ii) Save in respect of French Securities, the Holder shall have no legal or beneficial right of ownership over the Entitlement until all formalities to effect the transfer of the relevant Entitlement have been duly completed by the Relevant Clearing Systems, registrars and/or other intermediaries. The Issuer shall not undertake any obligation as custodian of the Entitlement as the legal and equitable titles of such Entitlement are retained by the Issuer until the completion of the transfer of the title.
- (iii) In respect of French Securities, subject to prior delivery of the relevant Entitlement by the Issuer, the French Issue and Paying Agent shall, subject to the remaining provisions of this General Condition 10, General Condition 8 (*Calculations and Publication*) and General Condition 9 (*Payments and Deliveries*), on any relevant Physical Delivery Date, deliver or procure the delivery of the relevant Entitlement in respect of each Security, at the risk and expense of the relevant Holder, on such account as may be specified by the relevant Holder to the French Issue and Paying Agent in the relevant Delivery Entitlement Instruction or Exercise Notice, as applicable. If a Holder does not provide the French Issue and Paying Agent with sufficient instructions in a timely manner to enable the French Issue and Paying Agent to effect any required delivery of the Entitlement, the due date for such delivery shall be postponed accordingly. The French Issue and Paying Agent, if applicable, shall determine whether any instructions received by it are sufficient and whether they have been received in time to enable delivery on any given date. As used herein, "delivery" in relation to any Entitlement means the carrying out of the steps required of the Issuer or the French Issue and Paying Agent (or such person as it may procure to make the relevant delivery) in order to effect the transfer of the relevant Entitlement and "deliver" shall be construed accordingly. Neither the Issuer nor the French Issue and Paying Agent shall be responsible for any delay or failure in the transfer of any Entitlement once such steps have been carried out, whether resulting from settlement periods of clearing systems, acts or omissions of registrars or otherwise, and shall have no responsibility for the lawfulness of the acquisition or transfer of the Entitlement or any interest therein by any Holder or any other person.
- (iv) In respect of French Securities, the Holder shall have no legal or beneficial right of ownership over the Entitlement until all formalities to effect the transfer of the relevant Entitlement have been duly completed by the Relevant Clearing Systems, registrars and/or other intermediaries. The Issuer (and/or the French Issue and Paying Agent) shall not undertake any obligation as custodian of the Entitlement as the legal and equitable titles of such Entitlement are retained by the Issuer (and/or the French Issue and Paying Agent) until the completion of the transfer of the title.
- (v) No Holder will be entitled to receive dividends declared or paid in respect of any Underlying Asset or to any other rights relating to or

arising out of any such component of the Entitlement if the record date for the relevant dividend or relevant right in respect of such components and Entitlement falls before the relevant Physical Delivery Date.

- (vi) Delivery of any Entitlement shall be subject to the conditions to settlement in General Condition 9.11 (*Taxes, Exercise Price, Settlement Expenses and Conditions to Settlement*).
- (vii) Save in respect of French Securities, the Issuer will endeavour to deliver (or procure delivery on its behalf) the relevant Entitlement to the Holder on the relevant Physical Delivery Date. In the event that a Holder requests that delivery of the Entitlement be made at a location or in a method that is different from that specified in the Conditions, the Issuer may (but is not obliged to) seek to deliver the Entitlement to such location and/or by such method, provided that no additional unreimbursed costs are incurred. The Issuer shall, subject as provided below, on the relevant Physical Delivery Date, deliver (or procure delivery on its behalf) the Transfer Documentation relating to the Entitlement (or, in the case of an Underlying Asset that is an equity unit, the Transfer Documentation in respect of such equity unit) to or to the order of the Holder or to such bank or broker as the Holder has specified in the relevant Delivery Entitlement Instruction.
- (viii) In respect of French Securities, subject to prior delivery of the relevant Entitlement by the Issuer, the French Issue and Paying Agent will endeavour to deliver (or procure delivery of) the relevant Entitlement to the Holder on the relevant Physical Delivery Date. In the event that a Holder requests that delivery of the Entitlement be made at a location or in a method that is different from that specified in the Issue Terms, the French Issue and Paying Agent may (but is not obliged to), provided that no additional unreimbursed costs are incurred, seek to deliver the Entitlement to such location and/or by such method. The French Issue and Paying Agent shall, subject to having received the relevant Transfer Documentation from the Issuer and as provided below, on the relevant Physical Delivery Date, deliver or procure the delivery of the Transfer Documentation relating to the Entitlement (or, in the case of an Underlying Asset that is an equity unit, the Transfer Documentation in respect of such equity unit) to or to the order of the Holder or to such bank or broker as the Holder has specified in the relevant Delivery Entitlement Instruction.
- (ix) All Entitlements will be delivered at the risk of the relevant Holder.
- (x) No transfer of interests in Securities in respect of which a Delivery Entitlement Instruction has been delivered will be valid.
- (xi) In respect of Norwegian Securities and Danish Securities, the Entitlements may not necessarily be registered in the Euronext VPS or Euronext Securities Copenhagen, respectively.

(b) **Settlement Disruption Event**

Subject to General Condition 10.1(c) (*Entitlement Substitution*), if, in the opinion of the Determination Agent, delivery of an Entitlement or any portion thereof is (or is likely to become) impossible or impracticable by reason of a Settlement Disruption Event having occurred and continuing on the relevant Physical Delivery Date (the assets constituting such Entitlement or portions thereof (the "**Affected Assets**")), then such Physical Delivery Date shall be

postponed to the first following Relevant Settlement Day in respect of which there is no such Settlement Disruption Event, provided that:

- (i) the Issuer shall attempt to deliver (or procure delivery on its behalf) any portion of the Entitlement which does not comprise Affected Assets on the originally designated Physical Delivery Date;
- (ii) the Issuer may elect to satisfy its obligations in respect of the relevant Security by delivering (or procuring delivery on its behalf) some or all of the Affected Assets in such manner as it may determine and in such event the relevant Physical Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner; and
- (iii) in respect of any Affected Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect to satisfy its obligations in respect of the relevant Security by payment by the Issuer (or any person (including any of its Affiliates) as it may procure to make the relevant payment on its behalf) to the relevant Holder of the Disruption Cash Settlement Price on the Disruption Cash Settlement Date.

In respect of French Securities:

- (i) the Issuer shall attempt to deliver, or shall attempt to procure delivery of, any portion of the Entitlement which does not comprise Affected Assets, on the originally designated Physical Delivery Date;
- (ii) the Issuer may elect to satisfy its obligations in respect of the relevant Security by delivering or, by procuring delivery of, some or all of the Affected Assets using such other commercially reasonable manner as it may select and in such event the relevant Physical Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner; and
- (iii) in respect of any Affected Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer (or any person (including any of its Affiliates)) may elect to satisfy its obligations in respect of the relevant Security by payment or by procuring payment to the relevant Holder of the Disruption Cash Settlement Price on the Disruption Cash Settlement Date.

The Determination Agent shall give notice as soon as practicable to the Holders that a Settlement Disruption Event has occurred and payment of the Disruption Cash Settlement Price will be made, subject to this General Condition 10 (*Settlement*), General Condition 8 (*Calculations and Publication*) and General Condition 9 (*Payments and Deliveries*), in such manner as shall be notified. Save in respect of Belgian Securities, no Holder shall be entitled to any additional amount in the event of any delay in the delivery of the Entitlement or payment of the Disruption Cash Settlement Price due to the occurrence of a Settlement Disruption Event (provided this sentence shall not apply in respect of Belgian Securities). Save in respect of French Securities, no liability in respect thereof shall attach to the Issuer, any person (including any of its Affiliates) as it may procure to make the relevant delivery on its behalf, and/or the Determination Agent.

(c) **Entitlement Substitution**

Notwithstanding any provisions set out in Equity Linked Condition 2.2 (*Merger Events, Nationalisation, Insolvency, Insolvency Filing, Delisting, Tender Offers and De-Stapling*) and if the Issue Terms specifies 'Entitlement Substitution' to be 'Applicable', if the Issuer determines that (i) all or part of the Entitlement comprises securities, instruments or obligations that are not freely transferable, and/or (ii) it is not able to (or reasonably expects not to be able to) acquire all or part of the Entitlement in the secondary market in time to deliver the Entitlement when due under the Securities as a result of illiquidity (which term, for the avoidance of doubt, may include without limitation the circumstance where trading in the Entitlement on a relevant exchange is halted (permanently or temporarily) or suspended), and/or (iii) (unless the Securities are Belgian Securities) the price of all or part of the Entitlement has been materially affected as a result of illiquidity (each an "**Entitlement Substitution Event**") (in each case, such components of the Entitlement constituting the "**Affected Entitlement Components**"), the Issuer may elect to either:

- (i) substitute for such Affected Entitlement Components, by delivering (or procuring delivery on its behalf) an equivalent value of such other securities, instruments or obligations which the Determination Agent determines are freely transferable and/or not affected by illiquidity, as applicable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be); or
- (ii) not deliver or procure the delivery of the Affected Entitlement Components to the relevant Holders, but, subject to this General Condition 10 (*Settlement*), General Condition 8 (*Calculations and Publication*) and General Condition 9 (*Payments and Deliveries*), in lieu thereof to make payment of the Alternate Cash Amount to the relevant Holders on the Alternate Cash Amount Settlement Date,

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

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

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

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

(in each case, such components of the Entitlement constituting the "**Affected Entitlement Components**"), the Issuer may elect to either:

- (i) substitute, or procure substitution of, for such Affected Entitlement Components, an equivalent value (as determined by the Determination Agent of such other securities, instruments or obligations which the Determination Agent determines are freely transferable and/or not affected by illiquidity, as applicable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be); or
- (ii) not deliver or procure the delivery of the Affected Entitlement Components to the relevant Holders, but, subject to General Condition 10 (*Settlement*), General Condition 8 (*Calculations and Publication*) and General Condition 9 (*Payments and Deliveries*), in lieu thereof to make payment of the Alternate Cash Amount to the relevant Holders on the Alternate Cash Amount Settlement Date,

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

Notification of the determination of an Entitlement Substitution Event and any such election and any relevant Substitute Asset(s), Alternate Cash Amount and Alternate Cash Amount Settlement Date will be given to Holders by the Issuer as soon as reasonably practicable.

(d) **Liability**

Upon settlement, cancellation or exercise of the Securities, payments by the Issuer (or such person (including any of its Affiliates) as it may procure to make the relevant payments on its behalf) and any Agent and any delivery of an Entitlement, in whole or in part, by or on behalf of the Issuer and/or any Agent will be subject in all cases to all applicable fiscal and other laws, regulations and practices in force at such time (including, without limitation, any relevant exchange control laws or regulations and the Relevant Rules) and none of the Issuer, any of its Affiliates, the Relevant Clearing System or any Agent shall incur any liability whatsoever if it is unable to effect any payments or deliveries contemplated, after using all reasonable efforts, as a result of any such laws, regulations and practices. None of the Issuer, any of its Affiliates, or any Agent shall under any circumstances be liable for any acts or defaults of the Relevant Clearing System in the performance of their respective duties in relation to the Securities or, in relation to the delivery of the Entitlement, the acts or defaults of any relevant Exchange.

10.2 **Conditions to settlement**

If the Issuer (the French Issue and Paying Agent in respect of French Securities) determines that any condition to settlement to be satisfied by a Holder has not been satisfied in respect of the Securities on or prior to the date on which settlement would otherwise have been scheduled to occur, payment or delivery of the relevant Settlement Amount or Entitlement shall not become due until the date on which all conditions to settlement have been satisfied in full (such Settlement Amount or Entitlement, the "**Conditional Settlement Amount**"). No additional amounts shall be payable or deliverable as a result of any such delay or postponement (provided this sentence shall not apply in respect of Belgian Securities and French Securities).

The conditions to settlement to be satisfied by a Holder include, without limitation, (a) receipt of all instructions, certifications (including pursuant to General Condition 9.10 (*Unmatured Coupons and Receipts and unexchanged Talons*)) and information by the Issuer, the Issue and Paying Agent and the Relevant Clearing System, as applicable, required by the Issuer, the Issue and Paying Agent and/or the Relevant Clearing System to effect payment or delivery (including on behalf of the Issuer) of the relevant Settlement Amount or Entitlement to the Holder (or to its order) within the required time period, (b) the conditions to settlement in General Condition 9.11 (*Taxes, Exercise Price, Settlement Expenses and Conditions to Settlement*), (c) the deposit of a duly completed Delivery Entitlement Instruction or any other applicable notice in accordance with the Conditions, as applicable, (d) the deposit, presentation or surrender of the relevant Security, as applicable and (e) where requested by or on behalf of the Issuer, confirmation and related evidence satisfactory to the Issuer that the Holder is not a designated or blocked person under any Sanctions Rules (or (i) owned or controlled (directly or indirectly) by any such entity; and (ii) is not holding or acting on behalf of any such entity) and that the Issuer's (and/or the French Issue and Paying Agent's, in respect of French Securities) obligation to pay or deliver the relevant Settlement Amount or Entitlement to the Holder (or to its order) does not or would not give rise to an election of the Issuer to redeem or cancel the Securities by giving notice to Holders under Condition 31 (*Early Settlement or Cancellation for Unlawfulness or (save in respect of Belgian Securities) Impracticability*).

If the conditions to settlement to be satisfied by a Holder have not been satisfied by (i) 10:00 a.m., London time, if the Securities are not Cleared Securities, or (ii) 10:00 a.m., Luxembourg, Brussels or Paris time, or such other time determined by the Determination Agent as appropriate for the Relevant Clearing System, on the day that is the number of calendar days equal to the Settlement Number following the applicable Final Settlement Cut-off Date (the "**Security Settlement Cut-off Date**"), the relevant conditions to settlement will not be capable of being satisfied. With effect from the Security Settlement Cut-off Date, the relevant Holder shall have no right to receive any payment or delivery of the Conditional Settlement Amount and shall have no claim against the Issuer in relation thereto.

10.3 **Postponement of payments and settlement**

If the determination of a price or level or amount used to calculate any amount payable or deliverable on any Payment Date or Physical Delivery Date is delayed or postponed pursuant to the Conditions, payment or settlement will occur on the later of (a) the scheduled Payment Date or Physical Delivery Date (as applicable), or (b) the third Business Day following the latest Valuation Date, Pricing Date, Averaging Date or Lookback Date to occur, as the case may be, or as otherwise provided in any applicable Relevant Annex(es). No additional amounts shall be payable or deliverable by the Issuer because of such postponement (provided this sentence shall not apply in respect of Belgian Securities).

10.4 **Asset Scheduled Trading Day Adjustments**

In respect of any Underlying Asset (other than an FX Pair, a Fund or a Barclays Index) and a Security (other than a Hybrid Basket Linked Security), if (i) (subject to (ii)) any date specified to be subject to adjustment in accordance with this General Condition 10.4 would otherwise fall on a day that is not an Asset Scheduled Trading Day in respect of such Underlying Asset, or (ii) the Issue Terms specifies the 'Underlying Performance Type_(Interest)', the 'Underlying Performance Type_(Autocall)' or the 'Underlying Performance Type_(Settlement)' to be 'Basket', 'Best-of', 'Worst-of', 'Worst-of Memorizer', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile' and such date is an Asset Scheduled Trading Day in respect of one or more but not all of the Underlying Assets in the Basket, then:

- (a) in respect of each Security for which the Issue Terms specifies the 'Underlying Performance Type_(Interest)', the 'Underlying Performance Type_(Autocall)' or the 'Underlying Performance Type_(Settlement)' to be 'Single

Asset', such date shall be postponed to the next day that is a Scheduled Trading Day for the Underlying Asset; or

- (b) in respect of each Security for which the Issue Terms specifies the 'Underlying Performance Type_(Interest)', the 'Underlying Performance Type_(Autocall)' or the 'Underlying Performance Type_(Settlement)' to be 'Best-of', 'Worst-of', 'Worst-of Memorizer', 'Outperformance', 'Basket', 'Rainbow Basket' or 'Rainbow Weighted Profile', such date shall be postponed to the next day that is a Common Scheduled Trading Day.

11. EXERCISE OF EXERCISABLE CERTIFICATES

11.1 European Style Exercise

Exercisable Certificates will be exercisable only on the Exercise Date being the Expiration Date. Except where 'Automatic Exercise' is specified as applicable in the Issue Terms, any Securities with respect to which no valid Security Exercise Notice (as defined below) has been delivered at or prior to (i) 10:00 a.m. London time (if such Securities are not Cleared Securities) or (ii) 10:00 a.m. Luxembourg or Brussels time or such other time as determined by the Determination Agent as appropriate for the Relevant Clearing System (if such Securities are Cleared Securities), in each case on the Expiration Date as provided below, shall become void and no amounts shall be payable by the Issuer to the relevant Holder in respect of such void Securities.

A Holder wishing to exercise any of its Securities on the Exercise Date must, at or prior to (i) 10:00 a.m. London time (if the Securities are not Cleared Securities) or (ii) 10:00 a.m. Luxembourg or Brussels time or such other time as determined by the Determination Agent as appropriate for the Relevant Clearing System (if the Securities are Cleared Securities), in each case on the Exercise Date, deposit (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Registered Securities with the Registrar or any Transfer Agent at its specified office, together with a duly completed irrevocable exercise notice (a "**Security Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable). If Units are specified in the Issue Terms, the Securities may only be exercised in Units. Each Unit will consist of the number of Exercisable Certificates specified in the Issue Terms.

If the Securities are Cleared Securities, an Exercisable Certificate may be exercised by the relevant Holder giving a Security Exercise Notice to the Issue and Paying Agent through the Relevant Clearing Systems in accordance with the Relevant Rules stating the number of Securities or, if applicable, Units to be exercised. No transfers of interests in Cleared Securities in respect of which a Security Exercise Notice has been delivered will be valid and a Security Exercise Notice in respect of Cleared Securities must be accompanied by a copy of instructions given to the Relevant Clearing System by the relevant accountholder that the accountholder's account be blocked for such purposes.

Delivery of a Security Exercise Notice on the Exercise Date shall constitute an irrevocable election by the relevant Holder to exercise the Securities specified therein and, thereafter, the exercising Holder may not transfer its Securities. In addition, the Holder must undertake to pay all Taxes, Settlement Expenses and any Exercise Price and any other applicable amounts, in relation to the Securities (or portion thereof) being exercised.

11.2 Automatic Exercise

Where 'Automatic Exercise' is specified to be applicable in the Issue Terms and the Securities are not cancelled early:

- (a) if the Final Cash Settlement Amount_(Before Deductions) is greater than the Exercise Price, the Securities will be automatically exercised on the Exercise Date; or

- (b) if the Final Cash Settlement Amount_(Before Deductions) is not greater than the Exercise Price, the Securities will be cancelled without exercise on the Exercise Date and no Final Cash Settlement Amount or Entitlement will be payable or deliverable to Holders.

To receive any Final Cash Settlement Amount or Entitlement upon an automatic exercise of the Securities, the Holder must satisfy all relevant conditions to settlement, including, without limitation, (i) depositing (in the case of Bearer Securities) the relevant Bearer Securities with any Paying Agent or (in the case of Registered Securities) the relevant Global Registered Security or Definitive Registered Security representing such Registered Securities with the Registrar or any Transfer Agent at its specified office, (ii) payment of all Taxes, Settlement Expenses and any Exercise Price and any other applicable amounts, in relation to the Securities; and (iii) provision of delivery instruction to the Paying Agent, Registrar or Transfer Agent for any Entitlement, as applicable.

If the Securities are Cleared Securities, the settlement conditions in the foregoing paragraph may be satisfied by the relevant Holder giving payment instructions to the Issue and Paying Agent through the Relevant Clearing Systems in accordance with the Relevant Rules for payment to the Issuer of the relevant Exercise Price, Taxes and any Settlement Expenses, together with delivery instructions for any Entitlement, as applicable.

Notwithstanding anything else in the Conditions, 'Automatic Exercise' shall always be applicable to Exercisable Certificates which are Finnish Securities and/or Swedish Securities.

C. INTEREST, COUPON, OPTIONAL EARLY SETTLEMENT, AUTOMATIC SETTLEMENT (AUTOCALL), FINAL SETTLEMENT, TARN EARLY SETTLEMENT EVENT AND NOMINAL CALL EVENT

12. INTEREST OR COUPON

(a) Interest or coupon type

The Issue Terms will specify which type of interest or coupon (if any or, if more than one type, what combination thereof) is payable in relation to an Interest Determination Date or Interest Valuation Date. The Issue Terms may specify the type of interest or coupon applicable to such Interest Determination Date or Interest Valuation Date as being:

- Fixed;
- Fixed with Memory (following the exercise of the Switch Option);
- Floating;
- Inverse Floating;
- Inflation-Linked;
- Digital (Rate Linked) Interest (single condition without lock-in);
- Digital (Rate Linked) Interest (single condition with lock-in);
- Digital (Rate Linked) Interest (multiple conditions without lock-in);
- Digital (Rate Linked) Interest (multiple conditions with lock-in);
- Digital (Bullish);
- Digital (Bullish with dual barrier);

- Digital (Bullish with lock-in feature);
- Digital (Bullish with memory feature);
- Digital (Bullish with dual barrier and memory feature);
- Digital (Bullish with lock-in and memory features);
- Digital (Bearish);
- Range Accrual;
- Call;
- Put;
- Cliquet – Single Asset;
- Call (with rainbow feature) – Basket;
- Locally Capped Basket;
- Jade – Basket;
- Temple – Basket;
- Fixed Rate (FX);
- Conditional (FX);
- Participation (FX);
- Snowball (bullish) or Snowball (bearish);
- Phoenix without memory;
- Phoenix with memory – with Flexible Fixed Interest;
- Phoenix with memory – with Single Fixed Interest;
- Phoenix One Touch – Daily without memory;
- Phoenix One Touch – Daily with memory;
- Phoenix One Touch – Continuous without memory;
- Phoenix One Touch – Continuous with memory;
- Phoenix Constant Touch – Daily without memory;
- Phoenix Constant Touch – Daily with memory;
- Phoenix Constant Touch – Continuous without memory;
- Phoenix Constant Touch – Continuous with memory;
- Knock-out;
- Snowball with upside;
- Strip of annualised calls with possibility for cap;

- Digital plus Call;
- Strip of forward striking calls;
- Drop Back;
- Ladder Call;
- Spread-Linked;
- Decompounded Floating;
- Zero Coupon;
- Bond-Linked Pass-Through;

or any combination of these types of interest or coupon.

The Issue Terms will indicate whether or not:

- a Switch Option is applicable; or
- the Rolled up Interest feature is applicable.

For the avoidance of doubt, where the value(s) of one or more Underlying Assets in respect of one or more days (each a "**Threshold Valuation**") are used to determine in respect of any relevant interest valuation date whether a condition is met, the order of performance of any such Underlying Assets, or otherwise for the purposes of determining any further applicable Underlying Asset valuation, in each case as then used for the calculation of the interest or coupon as set out below, each such Threshold Valuation shall be made prior to any such other determination and/or calculation.

(b) **Certain information to be found in the Issue Terms**

The Issue Terms will contain provisions applicable to the determination of interest or coupon amount (if any) and must be read in conjunction with this General Condition 12 for full information on the manner in which interest or the coupon amount is calculated on the Securities. In particular, the Issue Terms will specify the following items where relevant to the particular Securities:

- the Specified Denomination;
- the Settlement Currency;
- the Underlying Asset(s) (including, if applicable, the Underlying Asset(s)_(Interest));
- the Initial Price_(Interest) (or the method of determining the Initial Price_(Interest)) of each Underlying Asset;
- the Fixed Interest Rate(s);
- information relating to the Floating Rate;
- the Reference Rate(s);
- the Interest Determination Date(s);
- the Interest Payment Date(s);
- the Calculation Amount;

- the Interest Barrier(s) (FX);
- the Interest Barrier Percentage(s);
- the Interest Valuation Date(s);
- the Global Floor Percentage(s);
- the Observation Date(s);
- the Observation Date(s) (FX);
- the Fixed Interest Rate(1);
- the Fixed Interest Rate(2);
- the Interest Barrier(s);
- the Interest Barrier Percentage(1);
- the Interest Barrier Percentage(2);
- the Lock-in Barrier Percentage(s);
- the Lower Interest Barrier(s);
- the Lower Interest Barrier Percentage(s);
- the Upper Interest Barrier(s);
- the Upper Interest Barrier Percentage(s);
- the Cap(s)_(Interest);
- the Floor(s)_(Interest);
- the Participation(s)_(Interest);
- the Strike;
- the Call Strike(s);
- the Put Strike(s);
- the Cliquet Observation Date(s);
- the Replacement Performance(s);
- the Local Cap(s);
- the Local Floor(s);
- the Weight of each Underlying Asset;
- the Weight(s)(i);
- the value(s) 'j';
- the Accrual Type(s);
- the Interest Type(s);

- the Underlying Performance Type(s)_(Interest);
- the Downside Underlying Performance Type_(Settlement);
- the Interest Trigger Event Type(s);
- the Knock-out Type;
- the Day Count Fraction Convention(s);
- the Fixed Interest Rate(s) (FX);
- the Interest Commencement Date;
- the Interest Period End Date(s);
- the Conditional Interest Rate(s);
- the Interest Condition Type(s);
- the Type of FX(i,t);
- the Settlement Currency;
- the Interest Observation Period(s);
- the Upside Strike Shift(s);
- the Cap(s) (FX);
- the Knock-out Barrier Percentage;
- the Margin;
- the Cap Rate;
- the Curve Cap Rate;
- the Floor Rate;
- the Observation Date(s);
- the Strike Price Percentage_(Interest);
- the Rainbow Weight;
- the Rainbow Profile;
- the Rainbow Profile Component Weight;
- the Initial Cash Allocation;
- the Reinvestment Allocation_(i);
- whether the "Valuation Price Determination" or the "Reinvestment Trigger Barrier Determination" is applicable for the purposes of determining the Reinvestment Price_(i);
- details of any applicable Inflation Index;
- details relating to the calculation of the Range Accrual Factor (if applicable);

- whether Reference Currency Payments is applicable;
- details of any applicable Switch Option;
- details of any applicable put or call option;
- whether Magnetic Coupon Barrier is applicable; and
- the Magnetic Barrier Floor Percentage.

For the avoidance of doubt, in respect of French Securities, any Interest Amount shall, where applicable, (to the extent permitted by law) bear interest accruing only, in accordance with Article 1343-2 of the French Code civil, after such interest has been due for a period of at least one year.

(c) **Rolled up Interest**

Notwithstanding anything else in the Conditions, if the Issue Terms specifies 'Rolled up Interest' to be 'Applicable', all Interest Amounts accrued and calculated in respect of all Interest Calculation Periods or (as applicable) Interest Payment Dates ending or (as applicable) falling on or prior to the Rolled up Interest Settlement Date during the term of the Securities shall be aggregated and shall not be paid until the Rolled up Interest Settlement Date and each reference to "Interest Payment Date" for these purposes shall instead mean "Rolled up Interest Settlement Date". For the avoidance of doubt, no additional interest shall accrue in respect of Interest Amounts accrued and calculated in respect of prior Interest Calculation Periods or Interest Payment Dates.

Where, "**Rolled up Interest Settlement Date**" means the Scheduled Settlement Date or (if applicable) any earlier date for redemption or cancellation in whole of the Securities (other than pursuant to General Condition 37 (*Purchases and Cancellations*)).

(d) **FX Conversion**

If the Issue Terms specifies 'FX Conversion' to be 'Applicable', then each Interest Amount (or, if so specified in the Issue Terms, each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date for which the Issue Terms specifies 'FX Conversion' to be 'Applicable') shall be multiplied by the FX Conversion Performance for the purposes of calculating the amount payable on the relevant Interest Payment Date.

The following terms have the following meanings:

- "**FX Base Currency**" means the currency as specified in the Issue Terms.
- "**FX Business Centre**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Business Day**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Rate**" means:
 - (i) if the Issue Terms specifies the FX Base Currency to be 'EUR', the exchange rate equal to the number of FX Reference Currency units per 1 EUR, as quoted on FTSE page ECB37 at 2:15 p.m. CET with 4 decimals on such day (or, if such rate does not appear on FTSE page ECB37 at or around 2:15 p.m. CET on such date, then the rate will be determined by the Determination Agent); or

- (ii) the exchange rate equal to the number of FX Reference Currency units per 1 FX Base Currency, calculated by dividing the exchange rate equal to the number of FX Reference Currency units per 1 EUR by the exchange rate equal to the number of FX Base Currency units per 1 EUR, each as quoted on FTSE page ECB37 at 2:15 p.m. CET with 4 decimals on such day (or, if either such rate does not appear on FTSE page ECB37 at or around 2:15 p.m. CET on such date, then the relevant rate will be determined by the Determination Agent); or
- (iii) otherwise, as specified in the Issue Terms.
- "**FX_{Final}**" means the FX Conversion Rate in relation to the Interest Determination Date or Interest Valuation Date on which such Interest Amount is calculated, or, if the relevant Interest Determination Date or Interest Valuation Date is not an FX Conversion Business Day, the next following FX Conversion Business Day provided that if such day would otherwise fall on or after the second Business Day prior to the corresponding Interest Payment Date (the "FX Cut-off Date"), the FX Cut-off Date.
- "**FX_{Initial}**" means the FX Conversion Rate in relation to the Initial Valuation Date, or, if the Initial Valuation Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- "**FX Reference Currency**" has the meaning given to it in General Condition 43.1 (*Definitions*).

(e) **Interpretation of defined terms**

In respect of Exercisable Certificates, all references in the Conditions to defined terms containing the word "Interest" shall be construed to instead contain the word "Coupon", as illustrated in the table below:

<i>Defined terms containing the word "Interest"</i>	<i>Defined terms containing the word "Coupon"</i>
Affected Share(k) _(Interest)	Affected Share(k) _(Coupon) ;
Cap _(Interest)	Cap _(Coupon) ;
Conditional Interest Rate	Conditional Coupon Rate;
Fixed Interest Rate	Fixed Coupon Rate;
Digital Interest	Digital Coupon
Fixed Interest Rate (FX)	Fixed Coupon Rate (FX)
Fixed Interest Rate(1)	Fixed Coupon Rate(1)
Fixed Interest Rate(2)	Fixed Coupon Rate(2)
Floor _(Interest)	Floor _(Coupon)
Initial Price _(Interest)	Initial Price _(Coupon)
Interest Amount	Coupon Amount
Interest Barrier	Coupon Barrier
Interest Barrier (FX)	Coupon Barrier (FX)
Interest Barrier Percentage	Coupon Barrier Percentage

<i>Defined terms containing the word "Interest"</i>	<i>Defined terms containing the word "Coupon"</i>
Interest Barrier Percentage(1)	Coupon Barrier Percentage(1)
Interest Barrier Percentage(2)	Coupon Barrier Percentage(2)
Interest Calculation Period	Coupon Calculation Period
Interest Commencement Date	Coupon Commencement Date
Interest Condition	Coupon Condition
Interest Determination Date	Coupon Determination Date
Interest Observation Period	Coupon Observation Period
Interest Payment Condition	Coupon Payment Condition
Interest Payment Date	Coupon Payment Date
Interest Performance	Coupon Performance
Interest Period End Date	Coupon Period End Date
Interest Proceeds Receipt Date	Coupon Proceeds Receipt Date
Interest Rate Index	Coupon Rate Index
Interest Rate Index Provider	Coupon Rate Index Provider
Interest Receipt Deadline	Coupon Receipt Deadline
Interest Trigger Event Type	Coupon Trigger Event Type
Interest Valuation Date	Coupon Valuation Date
Interest Valuation Price	Coupon Valuation Price
Lower Interest Barrier	Lower Coupon Barrier
Lower Interest Barrier Percentage	Lower Coupon Barrier Percentage
$P_{(Interest)}$	$P_{(Coupon)}$
Participation _(Interest)	Participation _(Coupon)
Rainbow Component Interest Performance	Rainbow Component Coupon Performance
Rate of Interest	Rate of Coupon
$SPP_{(Interest)}$	$SPP_{(Coupon)}$
Strike Price Percentage _(Interest)	Strike Price Percentage _(Coupon)
Underlying Asset(s) _(Interest)	Underlying Asset(s) _(Coupon)
Underlying Performance Type _(Interest)	Underlying Performance Type _(Coupon)
Upper Interest Barrier	Upper Coupon Barrier
Upper Interest Barrier Percentage	Upper Coupon Barrier Percentage

*Defined terms containing the word
"Interest"*

Weighted Asset Performance_(Interest)

Weighted Modified Asset
Performance_(Interest)

*Defined terms containing the word
"Coupon"*

Weighted Asset Performance_(Coupon)

Weighted Modified Asset
Performance_(Coupon)

For the avoidance of doubt, in respect of French Securities, any Interest Amount shall, where applicable, (to the extent permitted by law) bear interest accruing only, in accordance with Article 1343-2 of the French Code civil, after such interest has been due for a period of at least one year.

In the case of Italian Listed Certificates, where applicable, as used in this Base Prospectus, references to "redemption", "redeem", and "redeemed" shall be construed to be to "termination", "terminate" and "terminated", references to "principal" and "principal amount", respectively, shall be construed to be to "invested amount", references to "settlement", "settle" and "settled" shall be construed to be to, respectively, "termination", "terminate" and "terminated", references to "interest", "interest payment date", "interest period" and "interest rate" shall be construed to be to "premium" or "coupon", "premium payment date" or "coupon payment date", "premium period" or "coupon period", "premium rate" or "coupon rate" and "premium underlying" or "coupon underlying", "maturity date" shall be construed to be to "final termination date", and all related expressions shall be construed accordingly.

12.1 No Interest

In relation to an Interest Determination Date or an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Not Applicable', the Securities shall not bear interest or coupon in relation to such Interest Determination Date or Interest Valuation Date.

12.2 Fixed

(a) Interest Type and application

In relation to an Interest Determination Date where the Issue Terms specifies 'Interest Type' to be 'Fixed', then this General Condition 12.3 will apply to the Securities on such Interest Determination Date.

(b) Accrual of interest and when paid

Where the Issue Terms specifies 'Fixed Interest Type' to be 'Per Annum', such Security bears interest from (and including) the Interest Commencement Date at the per annum Fixed Interest Rate, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable in respect of each Interest Calculation Period on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.

(c) Interest Amount

The "**Interest Amount**" per Calculation Amount payable on an Interest Payment Date shall be calculated as follows:

(i) where:

- (A)** the Issue Terms specifies 'Fixed Interest Type' to be 'Per Annum' and the 'Range Accrual Factor' to be 'Not Applicable':

Fixed Interest Rate $\times$ Calculation Amount $\times$ Day Count Fraction

- (B) the Issue Terms specifies 'Fixed Interest Type' to be 'Per Annum' and the 'Range Accrual Factor' to be 'Applicable':

Fixed Interest Rate $\times$ Calculation Amount
 $\times$ Day Count Fraction $\times$ Range Accrual Factor

- (ii) where:

- (A) the Issue Terms specifies 'Fixed Interest Type' to be 'Fixed Amount' and the 'Range Accrual Factor' as 'Not Applicable':

Fixed Interest Rate $\times$ Calculation Amount

- (B) the Issue Terms specifies 'Fixed Interest Type' to be 'Fixed Amount' and the 'Range Accrual Factor' as 'Applicable':

Fixed Interest Rate $\times$ Calculation Amount
 $\times$ Range Accrual Factor

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Determination Date shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not applicable' in the Issue Terms, then this provision shall not apply). The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.
- **"Fixed Interest Rate"** means, in relation to an Interest Determination Date, the percentage as specified in the Issue Terms.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Interest Payment Date"** means, in relation to an Interest Determination Date, the corresponding date specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Range Accrual Factor"** has the meaning given to it in General Condition 22 (*Calculation of the Range Accrual Factor*).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.3 Fixed with Memory (following the exercise of the Switch Option)

(a) Interest Type and application

Where the Issue Terms specifies 'Interest Type' to be 'Fixed with Memory' (which is applicable following the exercise of the Switch Option), then this General Condition 12.4 will apply to the Securities upon exercise (if any) of the Switch Option as provided in General Condition 17 (*Switch Feature*).

(b) Interest Amount

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Determination Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{Calculation Amount}] + [N \times \text{Fixed Interest Rate} \times \text{Calculation Amount}]$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in relation to an Interest Determination Date, the percentage as specified in the Issue Terms.
- **"Interest Determination Date"** means each date as specified in the Issue Terms.
- **"Interest Payment Date"** means, in relation to an Interest Determination Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable).
- **"N"** means the number of previous Interest Determination Dates in respect of which no interest or coupon was payable prior to the Switch Date (after which interest or coupon shall be considered to

have been payable in respect of such previous Interest Determination Date(s)).

- **"Switch Date"** has the meaning given to it in General Condition 17 (*Switch Feature*).

12.4 **Floating**

(a) **Interest Type and application**

In respect of an Interest Determination Date or Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Floating', then this General Condition 12.5 will apply to the Securities on such Interest Determination Date or Interest Valuation Date (as applicable).

(b) **Accrual of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate of Interest applicable for that Interest Calculation Period, as determined below, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date falling on or about the end of each such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The **"Interest Amount"** per Calculation Amount payable on an Interest Payment Date shall be calculated by the Determination Agent as follows:

- (A) where the Issue Terms specifies 'Range Accrual Factor' to be 'Not Applicable', by multiplying the Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount, and then further multiplying such amount by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (B) where the Issue Terms specifies 'Range Accrual Factor' to be 'Applicable', by multiplying the Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount, and then multiplying such amount by the Day Count Fraction and further multiplying such amount by the Range Accrual Factor.

The Interest Amount calculation can also be expressed formulaically as:

$$\begin{aligned} &\text{Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction} \\ &\quad \times \text{Range Accrual Factor} \end{aligned}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Rate of Interest**

Subject to sub-paragraph (iii) (*Maximum and Minimum Rate*) immediately below, the rate of interest (the "**Rate of Interest**") for an Interest Payment Date will be, as applicable:

- (A) where a single Floating Rate is specified in the Issue Terms (x) the Floating Rate determined for such Interest Payment Date in accordance with paragraph (d) (Floating Rate) immediately below, multiplied by (y) the number specified as the 'Participation_(Interest)' in the Issue Terms for such Interest Calculation Period (provided that, if no such amount is specified, the Participation_(interest) shall be deemed to be 1) (the "**Participation_(interest)**") and then (z) adding the 'Spread' percentage rate specified as such in the Issue Terms for such Interest Calculation Period (which rate may be negative and provided that if no such amount is specified, the Spread shall be deemed to be zero) (the "**Spread**").

The Rate of Interest calculation can also be expressed formulaically as:

$$(\text{Floating Rate} \times \text{Participation}_{(\text{Interest})}) + \text{Spread}$$

- (B) where a Basket of Floating Rates is specified in the Issue Terms, (x) the Basket Rate determined for such Interest Payment Date, multiplied by (y) the number specified as the 'Participation_(Interest)' in the Issue Terms for such Interest Calculation Period (provided that, if no such amount is specified, the Participation_(interest) shall be deemed to be 1) (the "**Participation_(Interest)**") and then (z) adding the 'Spread' percentage rate specified as such in the Issue Terms for such Interest Calculation Period (which rate may be negative and provided that if no such amount is specified, the Spread shall be deemed to be zero) (the "**Spread**").

The Rate of Interest calculation can also be expressed formulaically as:

$$(\text{Basket Rate} \times \text{Participation}_{(\text{Interest})}) + \text{Spread}$$

(iii) **Maximum and Minimum Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
- (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or

(2) 'Curve Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Curve Cap Rate; and/or

(B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate (and in no event shall any Rate of Interest be lower than zero).

(d) **Floating Rate**

The Issue Terms will specify whether the Floating Rate or Reference Rate for each Interest Payment Date (or any other relevant day (as applicable)) shall be determined in accordance with either: (1) 'Floating Rate Determination – Reference Rate', (2) 'Floating Rate Determination – CMS Rate' or (3) 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex.

In each case, if the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Floating Rate using Linear Interpolation.

(e) **Relevant defined terms**

For the purposes of this General Condition 13.4, the following terms shall have the following meanings (and any other defined terms shall have the meaning set out in General Condition 43.1 (*Definitions*)):

- "**Averaging-out Date**" means each such date as so specified in the Issue Terms, provided that if a specified date is not a Fixing Business Days, such date shall be adjusted in accordance with the applicable Fixing Business Day Convention. For the avoidance of doubt, Floating Rate Condition 4 (*Floating Rate Disruption – Reference Rate*), Floating Rate Condition 5 (*Floating Rate Disruption – CMS Rate*) or Floating Rate Condition 6 (*Floating Rate Disruption – Interest Rate Index*), as applicable, applies if the Reference Rate is subject to a Floating Rate Disruption on an Averaging-out Date.
- "**Basket Rate**" means, in respect of an Interest Calculation Period, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant Weight of such Floating Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or

- (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap Rate**" means the percentage specified as such in the Issue Terms.
- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) "**Factor**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) "**Margin**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) "**Min**", followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.
- (iv) "**Reference Index**" means:

- (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

- (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

- (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one);
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** each means the Reference Rate specified as such in the Issue Terms; and
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.
- **"Floating Rate"** means, where 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index' is specified as applicable in the Issue Terms:
 - (i) if the Issue Terms specifies 'Averaging-out' to be applicable, the arithmetic average of the floating rates in respect of each of the 'Averaging-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, the lowest of the floating rates in respect of each of the 'Lookback-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, the highest of the floating rates in respect of each of the Lookback-out Dates corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate; or
 - (iv) if none of items (i) to (iii) (inclusive) applies, the floating rate for an Interest Payment Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate,

in each case, in accordance with these Terms and Conditions.

- **"Floating Rate (i)"** means, in respect of a Basket, where 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index' is specified as applicable in the Issue Terms:
 - (i) if the Issue Terms specifies 'Averaging-out' to be applicable, the arithmetic average of the floating rates in respect of each of the 'Averaging-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, the lowest of the floating rates in respect of each of the 'Lookback-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, the highest of the floating rates in respect of each of the 'Lookback-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate; or
 - (iv) if none of items (i) to (iii) (inclusive) applies each floating rate for an Interest Payment Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate,

in each case, in accordance with these Terms and Conditions and where i is a number from (and including) 1 to (and including) y as specified in the Issue Terms.
- **"Floor Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Date"** means, in relation to an Interest Determination Date:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days); or
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable);

subject in each case to an adjustment in accordance with the Business Day Convention.
- **"Interest Rate Index"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Jade Barrier (i)"** means, in respect of Floating Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Floating Rate.
- **"Jade Basket Rate"** means the sum of each Jade Rate (i) observed on a relevant Interest Determination Date multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Determination Date and a Floating Rate (i),
 - (i) if the Floating Rate (i) observed on such Interest Determination Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or
 - (ii) if the Floating Rate (i) observed on such Interest Determination Date is lower than the applicable Jade Barrier (i), such Floating Rate (i) as observed on such Interest Determination Date.
- **"Jade Replacement Rate"** means, in respect of Floating Rate (i), the percentage specified as such in the Issue Terms in respect of such Floating Rate.
- **"Lookback-out Date"** means each such date as so specified in the Issue Terms, provided that if a specified date is not a Fixing Business Days, such date shall be adjusted in accordance with the applicable Fixing Business Day Convention. For the avoidance of doubt, Floating Rate Condition 4 (*Floating Rate Disruption – Reference Rate*), Floating Rate Condition 5 (*Floating Rate Disruption – CMS Rate*) or Floating Rate Condition 6 (*Floating Rate Disruption – Interest Rate Index*), as applicable, applies if the Reference Rate is subject to a Floating Rate Disruption on a Lookback-out Date.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Range Accrual Factor"** has the meaning given to it in General Condition 23 (*Calculation of the Range Accrual Factor*).
- **"Rainbow Basket Rate"** means the sum of each Floating Rate (i) multiplied in each case by the Rainbow Weight of such Floating Rate (i).
- **"Rainbow Rank"** means, in respect of a Floating Rate (i) and an Interest Determination Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Floating Rate (i) after ranking the Floating Rates in order of their value, such that the Floating Rate with the highest value is assigned Rainbow Rank 1 and the Floating Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Floating Rates in respect of the Basket). In the event that more than one Floating Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Floating Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue terms corresponding to row (i) of Rainbow Rank (i).

- **"Reference Rate"** means the rate specified as such in the Issue Terms. Where the Issue Terms specifies 'Floating Rate Determination – CMS Rate' to be applicable (where applicable, in relation to the relevant Reference Rate), 'Reference Rate' shall include a CMS Rate. Where the Issue Terms specifies 'Floating Rate Determination – Interest Rate Index' to be applicable (where applicable, in relation to the relevant Reference Rate), 'Reference Rate' shall include an Interest Rate Index. If more than one Reference Rate is specified, 'Reference Rate' shall refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) observed on a relevant Interest Determination Date multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rate (i)"** means, in respect of an Interest Determination Date and a Floating Rate (i),
 - (i) if the Temple Rank of such Floating Rate (i) is between 1 and j, the Temple Replacement Rate (i); or
 - (ii) if the Temple Rank of such Floating Rate (i) is between j+1 and n, such Floating Rate (i) as observed on such Interest Determination Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Floating Rates in the Basket.
- **"Temple Replacement Rate (i)"** means, in respect of Floating Rate (i), the percentage specified as such in the Issue Terms in respect of such Floating Rate.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.5 Inverse Floating

(a) Interest Type and Application

Where the Issue Terms specifies 'Interest Type' to be 'Inverse Floating Rate Interest' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Inverse Floating Rate Interest') then this General Condition 12.6 will apply.

(b) Accrual of Interest and when paid

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate of Interest applicable for that Interest Calculation Period, as determined below, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent as follows:

- (A) where the Issue Terms specified the 'Range Accrual Factor' to be 'Not Applicable', by multiplying the Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then further multiplying such amount by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (B) where the Issue Terms specified the 'Range Accrual Factor' to be 'Applicable', by multiplying the Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then multiplying such amount by the Day Count Fraction and further multiplying such amount by the Range Accrual Factor.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction} \times \text{Range Accrual Factor}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Rate of Interest**

Subject to sub-paragraph (iii) (*Maximum and Minimum Interest Rate*) immediately below, the rate of interest (the "**Rate of Interest**") for an Interest Payment Date will be, as applicable:

- (A) where a single Floating Rate is specified in the Issue Terms, (x) the 'Spread' percentage rate specified as such in the

Issue Terms (the "**Spread**") minus the product of (y) the Floating Rate determined for such Interest Payment Date in accordance with 12.6(d) (*Floating Rate*) immediately below ("**Floating Rate_(t)**") and (z) the number specified as the 'Participation_(Interest)' in the Issue Terms (provided that, if no such amount is specified, the Participation_(Interest) shall be deemed to be 1) (the "**Participation_(Interest)**").

The Rate of Interest calculation can also be expressed formulaically as follows:

$$\text{Spread} - (\text{Floating Rate}_{(t)} \times \text{Participation}_{(\text{Interest})})$$

- (B) where a Basket of Floating Rates is specified in the Issue Terms, (x) the 'Spread' percentage rate specified as such in the Issue Terms (the "**Spread**") minus the product of (y) the Basket Rate determined for such Interest Payment Date ("**Basket Rate_(t)**") and (z) the number specified as the 'Participation_(Interest)' in the Issue Terms (provided that, if no such amount is specified, the Participation_(Interest) shall be deemed to be 1) (the "**Participation_(Interest)**").

The Rate of Interest calculation can also be expressed formulaically as follows:

$$\text{Spread} - (\text{Basket Rate}_{(t)} \times \text{Participation}_{(\text{Interest})})$$

(iii) **Maximum and Minimum Interest Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
- (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or
- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

The Issue Terms will specify whether the Floating Rate for each Interest Payment Date shall be determined in accordance with either: (1) 'Floating Rate Determination – Reference Rate' (2) 'Floating Rate Determination – CMS Rate' or (3) 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant conditions of the Floating Rate Annex

In each case, if the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short of long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Floating Rate using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Averaging-out Date"** means each such date as so specified in the Issue Terms, provided that if a specified date is not a Fixing Business Days, such date shall be adjusted in accordance with the applicable Fixing Business Day Convention. For the avoidance of doubt, Floating Rate Condition 4 (Floating Rate Disruption – Reference Rate), Floating Rate Condition 5 (Floating Rate Disruption – CMS Rate) or Floating Rate Condition 6 (Floating Rate Disruption – Interest Rate Index), as applicable, applies if the Reference Rate is subject to a Floating Rate Disruption on an Averaging-out Date.
- **"Basket Rate_(i)"** means, in respect of an Interest Calculation Period, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Floating Rate (i) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant Weight of such Floating Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap Rate"** means the percentage specified as such in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Curve Cap Rate"** means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) **"Factor"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus'

(provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).

(ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).

(iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.

(iv) **"Reference Index"** means:

(A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

(B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

(C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** each means the Reference Rate specified as such in the Issue Terms; and
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1

(*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- "**Floating Rate**" means, where 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index' is specified as applicable in the Issue Terms:
 - (i) if the Issue Terms specifies 'Averaging-out' to be applicable, the arithmetic average of the floating rates in respect of each of the 'Averaging-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, the lowest of the floating rates in respect of each of the 'Lookback-out Dates' corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, the highest of the floating rates in respect of each of the Lookback-out Dates corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate; or
 - (iv) if none of items (i) to (iii) (inclusive) applies, the floating rate for an Interest Payment Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate,

in each case, in accordance with these Terms and Conditions.

- "**Floating Rate (i)**" means, in respect of a Basket, where 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index' is specified as applicable in the Issue Terms:
 - (i) if the Issue Terms specifies 'Averaging-out' to be applicable, each arithmetic average of the floating rates in respect of each of the Averaging-out Dates corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, each lowest of the floating rates in respect of each of the Lookback-out Dates corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate;
 - (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, each highest of the floating rates in respect of each of the Lookback-out Dates corresponding to an Interest Determination Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate; or

- (iv) if none of items (i) to (iii) (inclusive) applies, each floating rate for an Interest Payment Date (or any other relevant day (as applicable)) determined in respect of the applicable Reference Rate,

in each case in accordance with these Terms and Conditions and where i is a number from (and including) 1 to (and including) y as specified in the Issue Terms.

- **"Floor Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (Definitions).
- **"Interest Determination Date"** has the meaning given to it in the Floating Rate Conditions.
- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to General Condition 12.5(d)(iv)(A)(3), such date shall be postponed by an equal number of Business Days); or
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to General Condition 12.5(d)(iv)(A)(3), if applicable);subject in each case to an adjustment in accordance with the Business Day Convention.
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (Definitions).
- **"Jade Barrier (i)"** means, in respect of Floating Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Floating Rate.
- **"Jade Basket Rate"** means the sum of each Jade Rate (i) observed on a relevant Interest Determination Date multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Determination Date and a Floating Rate (i),
 - (i) if the Floating Rate (i) observed on such Interest Determination Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or
 - (ii) if the Floating Rate (i) observed on such Interest Determination Date is lower than the applicable Jade Barrier (i), such Floating Rate (i) as observed on such Interest Determination Date.
- **"Jade Replacement Rate"** means, in respect of Floating Rate (i), the percentage specified as such in the Issue Terms in respect of such Floating Rate.

- **"Lookback-out Date"** means each such date as so specified in the Issue Terms, provided that if a specified date is not a Fixing Business Days, such date shall be adjusted in accordance with the applicable Fixing Business Day Convention. For the avoidance of doubt, Floating Rate Condition 4 (*Floating Rate Disruption – Reference Rate*), Floating Rate Condition 5 (*Floating Rate Disruption – CMS Rate*) or Floating Rate Condition 6 (*Floating Rate Disruption – Interest Rate Index*), as applicable, applies if the Reference Rate is subject to a Floating Rate Disruption on a Lookback-out Date.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Range Accrual Factor"** has the meaning given to it in General Condition 23 (*Calculation of the Range Accrual Factor*).
- **"Rainbow Basket Rate"** means the sum of each Floating Rate (i) multiplied in each case by the Rainbow Weight of such Floating Rate (i).
- **"Rainbow Rank"** means, in respect of a Floating Rate (i) and an Interest Determination Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Floating Rate (i) after ranking the Floating Rates in order of their value, such that the Floating Rate with the highest value is assigned Rainbow Rank 1 and the Floating Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Floating Rates in respect of the Basket). In the event that more than one Floating Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Floating Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) observed on a relevant Interest Determination Date multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rate (i)"** means, in respect of an Interest Determination Date and a Floating Rate (i),
 - (i) if the Temple Rank of such Floating Rate (i) is between 1 and j, the Temple Replacement Rate (i); or
 - (ii) if the Temple Rank of such Floating Rate (i) is between j+1 and n, such Floating Rate (i) as observed on such Interest Determination Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Floating Rates in the Basket.

- **"Temple Replacement Rate"** means, in respect of Floating Rate (i), the percentage specified as such in the Issue Terms in respect of such Floating Rate.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.6 Inflation-Linked

(a) Interest Type and Application

Where the Issue Terms specifies 'Interest Type' to be 'Inflation-Linked Interest' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Inflation-Linked Interest') then this General Condition 12.7 will apply.

(b) Accrual of Interest and when paid

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate of Interest applicable for that Interest Calculation Period, as determined below, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) Interest Amount

(i) Calculation of Interest Amount

The **"Interest Amount"** per Calculation Amount payable on the Interest Payment Date shall be calculated on the relevant Interest Calculation Date by the Determination Agent as follows:

- (A) where the Issue Terms specified the 'Range Accrual Factor' to be 'Not Applicable', by multiplying Inflation-Linked Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then further multiplying by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Inflation Linked Rate of Interest} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

- (B) where the Issue Terms specified the 'Range Accrual Factor' to be 'Applicable', by multiplying the Inflation-Linked Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then multiplying such amount by the Day Count Fraction and further multiplying such amount by the Range Accrual Factor.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Inflation Linked Rate of Interest} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction} \times \text{Range Accrual Factor}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Inflation-Linked Rate of Interest**

Subject to sub-paragraph (iv) (*Maximum and Minimum Interest Rates*) below, the inflation-linked rate of interest (the "**Inflation-Linked Rate of Interest**") for an Interest Payment Date will be , as applicable:

- (A) where a single Inflation Index is specified in the Issue Terms, the sum of (x) the applicable "**Inflation Factor**", determined in accordance with (iii) (*Inflation Factor*) immediately below, multiplied by the number specified as the 'Fixed Percentage' in the Issue Terms (provided that, if no such number is specified, the Fixed Percentage shall be deemed to be 1) (the "**Fixed Percentage**") and (y) the 'Spread' percentage rate specified as such in the Issue Terms (which rate may be negative) (the "**Spread**").

The Inflation-Linked Rate of Interest calculation can also be expressed formulaically as:

$$(\text{Inflation Factor} \times \text{Fixed Percentage}) + \text{Spread}$$

- (B) where a Basket of Inflation Indices is specified in the Issue Terms, the sum of (x) the applicable "**Basket Inflation Factor**", determined in accordance with (iv) (*Basket Inflation Factor*) below, multiplied by the number specified as the 'Fixed Percentage' in the Issue Terms (provided that, if no such number is specified, the Fixed Percentage shall be deemed to be 1) (the "**Fixed Percentage**") and (y) the 'Spread' percentage rate specified as such in the Issue Terms (which rate may be negative) (the "**Spread**").

The Inflation-Linked Rate of Interest calculation can also be expressed formulaically as:

$$(\text{Basket Inflation Factor} \times \text{Fixed Percentage}) + \text{Spread}$$

(iii) **Inflation Factor**

The 'Inflation Factor' shall be as determined in (A) (Inflation Factor (Cumulative)) or (B) (Inflation Factor (Year-on-Year)) below, as applicable.

(A) **Inflation Factor (Cumulative)**

If the Issue Terms specifies that the Inflation Factor shall be 'Inflation Factor (Cumulative)', the Inflation Factor shall be determined as follows:

- (i) if the Issue Terms specifies 'Averaging-out' to be applicable, by dividing:
 - (x) the arithmetic average of the Inflation Index Levels in respect of each of the Averaging-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Average Inflation Index_(t)**"); by
 - (y) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index (initial)**").

The Inflation Factor calculation can also be expressed formulaically as:

$$\frac{\text{Average Inflation Index}_{(t)}}{\text{Inflation Index (initial)}}$$

- (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, by dividing:
 - (x) the lowest of the Inflation Index Levels in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Minimum Inflation Index_(t)**"); by
 - (y) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index (initial)**").

The Inflation Factor calculation can also be expressed formulaically as:

$$\frac{\text{Minimum Inflation Index}_{(t)}}{\text{Inflation Index (initial)}}$$

- (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, by dividing:
 - (x) the highest of the Inflation Index Level in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Maximum Inflation Index_(t)**"); by
 - (y) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index (initial)**").

The Inflation Factor calculation can also be expressed formulaically as:

$$\frac{\text{Maximum Inflation Index}_{(t)}}{\text{Inflation Index (initial)}}$$

(iv) if none of items (i) to (iii) (inclusive) applies by dividing:

- (x) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index (initial)**").

The Inflation Factor calculation can also be expressed formulaically as:

$$\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index (initial)}}$$

In each case, if the Initial Valuation Date or any Interest Determination Date does not fall on the first calendar day of a month, and the Issue Terms specifies that the Reference Month, an Averaging-out Reference Month or Lookback-out Reference Month corresponding to such Initial Valuation Date or Interest Determination Date is subject to linear interpolation, the relevant Inflation Index Level corresponding to such Initial Valuation Date or Interest Determination Date shall be calculated using linear interpolation between (x) the Inflation Index Level for the Reference Month, Averaging-out Reference Month or Lookback-out Reference Month, as applicable, corresponding to such Initial Valuation Date or Interest Determination Date and (y) the Inflation Index Level for the calendar month following such Reference Month, Averaging Reference Month or Lookback Reference Month, as applicable.

(B) Inflation Factor (Year-on-Year)

If the Issue Terms specifies that the Inflation Factor shall be 'Inflation Factor (Year-on-Year)', then the Inflation Factor shall be determined as follows:

- (i) if the Issue Terms specifies 'Averaging-out' to be applicable, by subtracting 1 from the amount that is determined by dividing:
 - (x) the arithmetic average of the Inflation Index Levels in respect of each of the Averaging-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Average Inflation Index_(t)**"); by

- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the last of the Averaging-Out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Average Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} - 1$$

- (ii) if the Issue Terms specifies 'Min Lookback-out' to be applicable, by subtracting 1 from the amount that is determined by dividing:

- (x) the lowest of the Inflation Index Levels in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Minimum Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the last of the Min Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Minimum Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} - 1$$

- (iii) if the Issue Terms specifies 'Max Lookback-out' to be applicable, by subtracting 1 from the amount that is determined by dividing:

- (x) the highest of the Inflation Index Levels in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Maximum Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the last of the Max Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Maximum Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} - 1$$

(iv) if the Issue Terms specifies 'Averaging-out (Dual)' to be applicable, by subtracting 1 from the amount that is determined by dividing:

- (x) the arithmetic average of the Inflation Index Levels in respect of each of the Averaging-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Average Inflation Index_(t)**"); by
- (y) the arithmetic average of the Inflation Index Level in respect of each Reference Month falling 12 months prior to each of the Averaging-Out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Average Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Average Inflation Index}_{(t)}}{\text{Average Inflation Index}_{(t-1)}} - 1$$

(v) if the Issue Terms specifies 'Min Lookback-out (Dual)' to be applicable, by subtracting 1 from the amount that is determined by dividing:

- (x) the lowest of the Inflation Index Levels in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Minimum Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the Min Lookback-out Reference Month with the lowest Inflation Index Level ("**Minimum Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Minimum Inflation Index}_{(t)}}{\text{Minimum Inflation Index}_{(t-1)}} - 1$$

(vi) if the Issue Terms specifies 'Max Lookback-out (Dual)' to be applicable, by subtracting 1 from the amount that is determined by dividing:

- (x) the highest of the Inflation Index Levels in respect of each of the Lookback-out Reference Months specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Maximum Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the Max Lookback-out Reference Month with the highest Inflation Index Level ("**Maximum Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Maximum Inflation Index}_{(t)}}{\text{Maximum Inflation Index}_{(t-1)}} - 1$$

(vii) if none of items (i) to (vi) (inclusive) applies by subtracting 1 from the amount that is determined by dividing:

- (x) the Inflation Index Level for the Reference Month specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t)**"); by
- (y) the Inflation Index Level for the Reference Month falling 12 months prior to the Reference Month specified in the Issue Terms as corresponding to the relevant Interest Determination Date ("**Inflation Index_(t-1)**").

The Inflation Factor calculation can also be expressed formulaically as follows:

$$\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} - 1$$

In each case if any Interest Determination Date does not fall on the first calendar day of a month, and the Issue Terms specifies that the Reference Month, an Averaging-out Reference Month or a Lookback-out Reference Month, corresponding to such Interest Determination Date is subject to linear interpolation, the relevant Inflation Index Level for the Reference Month corresponding to such Interest Determination Date and the Reference Month falling 12 months prior to such Reference Month, Averaging-out Reference Month or Lookback-out Reference Month, as applicable, shall be calculated using linear interpolation between (x) the Inflation Index Level for such month and (y) the Inflation Index Level for the calendar month following such month.

(iv) **Basket Inflation Factor**

(a) The 'Basket Inflation Factor' shall be as determined as follows:

- (i) if 'Best-of' is specified in the Issue Terms, as the highest of the Inflation Factors determined in accordance with the immediately following paragraph;
- (ii) if 'Worst-of' is specified in the Issue Terms, as the lowest of the Inflation Factors determined in accordance with the immediately following paragraph;
- (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Inflation Factor determined in accordance with the immediately following paragraph multiplied by the relevant Weight of such Inflation Factor specified in the Issue Terms;

- (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
- (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
- (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.

(b) The 'Inflation Factor' in respect of each Inflation Index in the Basket shall be determined in accordance with (iii) (*Inflation Factor*) immediately above.

(v) **Maximum and Minimum Interest Rates**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
 - (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or
- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Averaging-out Reference Month**" means each such Reference Month as so specified in the Issue Terms as corresponding to an Interest Determination Date. For the purposes of the Inflation-Linked Annex, each Averaging-out Reference Month shall be a Reference Month.
- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap Rate**" means the percentage specified as such in the Issue Terms.
- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) **"Factor"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.
- (iv) **"Reference Index"** means:

- (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

- (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

- (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** each means the Reference Rate specified as such in the Issue Terms; and
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)',

'30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- **"Floor Rate"** means the percentage specified as such in the Issue Terms.
- **"Inflation Factor (i)"** means, in respect of a Basket, where a Basket of Inflation Indices is specified in the Issue Terms, each Inflation Factor determined for an Interest Determination Date (or any other relevant day (as applicable)) in respect of the applicable Inflation Index in accordance with these Terms and Conditions and where i is a number from (and including) 1 to (and including) y as specified in the Issue Terms.
- **"Inflation Index"** means any index specified as such in the Issue Terms.
- **"Inflation Index Level"** means the level of the Inflation Index first published or announced for the relevant Reference Month as it appears on the Relevant Screen Page, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- **"Initial Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Calculation Date"** means the date falling 5 Business Days prior to the relevant Interest Period End Date.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Determination Date"** means each such date as specified in the Issue Terms.
- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days); or
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable),subject in each case to an adjustment in accordance with the Business Day Convention.
- **"Interest Period End Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Jade Barrier (i)"** means, in respect of Inflation Factor (i), the percentage rate specified as such in the Issue Terms in respect of such Inflation Factor.

- **"Jade Basket Rate"** means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Determination Date (or any other relevant day for the purposes of a determination of a Jade Rate) and an Inflation Factor (i),
 - (i) if the Inflation Factor (i) is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or
 - (ii) if the Inflation Factor (i) is lower than the applicable Jade Barrier (i), such Inflation Factor (i).
- **"Jade Replacement Rate"** means, in respect of Inflation Factor (i), the percentage specified as such in the Issue Terms in respect of such Inflation Factor.
- **"Lookback-out Reference Month"** means each such Reference Month as so specified in the Issue Terms as corresponding to an Interest Determination Date. For the purposes of the Inflation-Linked Annex, each Lookback-out Reference Month shall be a Reference Month.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Rainbow Basket Rate"** means the sum of each Inflation Factor (i) multiplied in each case by the Rainbow Weight of such Inflation Factor (i).
- **"Rainbow Rank"** means, in respect of a Inflation Factor (i) and an Interest Determination Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Inflation Factor (i) after ranking the Inflation Factors in order of their value, such that the Inflation Factor with the highest value is assigned Rainbow Rank 1 and the Inflation Factor with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Inflation Factors in respect of the Basket). In the event that more than one Inflation Factor has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Inflation Factor in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Range Accrual Factor"** has the meaning given to it in General Condition 23 (*Calculation of the Range Accrual Factor*).
- **"Reference Month"** means the calendar month specified as such in the Issue Terms as corresponding to the relevant Interest Determination Date.
- **"Relevant Screen Page"** means such screen page as specified in the Issue Terms (or the Relevant Screen Page of such other service or services as may be nominated as the information vendor for the purpose of displaying comparable inflation indices in succession thereto) or such other equivalent information vending service as is so specified.

- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rank"** means, in respect of a Temple Rate (i) and an Interest Determination Date (or any other relevant day for the purposes of a determination of a Temple Rate), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Rate (i)"** means, in respect of an Interest Determination Date (or any other relevant day for the purposes of a determination of a Temple Rate) and an Inflation Factor (i),
 - (i) if the Temple Rank of such Inflation Factor (i) is between 1 and j, the Temple Replacement Rate (i); or
 - (ii) if the Temple Rank of such Inflation Factor (i) is between j+1 and n, such Inflation Factor (i).

where:

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Floating Rates in the Basket.
- **"Temple Replacement Rate (i)"** means, in respect of Inflation Factor (i), the percentage specified as such in the Issue Terms in respect of such Inflation Factor.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.7 Digital (Rate Linked) Interest (single condition without lock-in)

(a) Interest Type and application

Where the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (single condition without lock-in)' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (single condition without lock-in)') then this General Condition 12.8 will apply.

(b) Accrual of Interest and when paid

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the rate determined in accordance with General Condition 12.8(c)(ii) (*Determination of Digital Rate of Interest*) for that Interest Calculation Period. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent by multiplying the Digital Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then further multiplying by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Digital Rate of Interest} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Digital Rate of Interest**

If the Issue Terms specifies a single Digital Strike, the "**Digital Rate of Interest**" for an Interest Calculation Period will be equal to:

- (A) Digital Rate 1, if the Observed Rate in respect of the relevant Interest Observation Date is less than the Digital Strike, provided that if the Issue Terms specifies 'Bearish Memory Condition' as 'Applicable', the Digital Rate of Interest in respect of such Interest Calculation Period shall be equal to the product of Digital Rate 1 multiplied by an amount equal to the sum of (x) one and (y) the number of preceding Interest Calculation Periods in respect of which the "Digital Rate of Interest" was equal to Digital Rate 2, provided further that and for the avoidance doubt, if the Digital Rate of Interest in respect of any preceding Interest Calculation Period was equal to Digital Rate 1, all preceding Interest Calculation Periods leading up to and including such preceding Interest Calculation Period shall be excluded; or
- (B) Digital Rate 2, if the Observed Rate in respect of the relevant Interest Observation Date is greater than the Digital Strike, provided that if the Issue Terms specifies 'Bullish Memory Condition' as 'Applicable', the Digital Rate of Interest in respect of such Interest Calculation Period shall be equal to the product of Digital Rate 2 multiplied by the sum of (x) one and (y) the number of preceding Interest Calculation Periods in respect of which the "Digital Rate of Interest" was equal to Digital Rate 1, provided further that and for the avoidance doubt, if the Digital Rate of Interest in respect of any preceding Interest

Calculation Period was equal to Digital Rate 2, all preceding Interest Calculation Periods leading up to and including such preceding Interest Calculation Period shall be excluded; or

- (C) the greater of Digital Rate 1 and Digital Rate 2, if the Observed Rate in respect of the relevant Interest Observation Date is equal to the Digital Strike.

If the Issue Terms specifies more than one Digital Strike (i.e. n is greater than 1), the "Digital Rate of Interest" for an Interest Calculation Period will be equal to:

- (A) Digital Rate 1, if the Observed Rate in respect of the relevant Interest Observation Date is less than Digital Strike 1;
- (B) Digital Rate (i), if the Observed Rate in respect of the relevant Interest Observation Date is greater than Digital Strike (i-1) but less than Digital Strike (i);
- (C) the greater of Digital Rate (i-1) and Digital Rate (i), if the Observed Rate in respect of the relevant Interest Observation Date is equal to Digital Strike (i-1);
- (D) the greater of Digital Rate (n) and Digital Rate (n+1), if the Observed Rate in respect of the relevant Interest Observation Date is equal to Digital Strike (n); or
- (E) Digital Rate (n+1), if the Observed Rate in respect of the Interest Observation Date is greater than Digital Strike (n).

With i being a number from (and including) 2 to (and including) n .

(iii) **Maximum and Minimum Interest Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
 - (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or
- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

For each Interest Payment Date, the relevant Observed Rate (if the Issue Terms specifies 'Single Observed Rate' to be applicable), each Relevant Observed Rate (if the Issue Terms specifies 'Combined Observed Rate' to be applicable) Spread Rate 1 and Spread Rate 2 (if the Issue Terms specifies 'Spread Observed Rate' to be applicable) and each Digital Rate which the Issue Terms defines as a Floating Rate shall be determined by either 'Floating Rate Determination - Reference Rate' or 'Floating Rate Determination – CMS

Rate' or 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Digital Rate, using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Basket Rate"** means, in respect of an Interest Observation Date, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Observation Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Observation Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Observation Date multiplied by the relevant Weight of such Underlying Asset specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap Rate"** means the percentage specified as such in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Curve Cap Rate"** means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) **"Factor"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.
- (iv) **"Reference Index"** means:

- (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

- (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

- (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** (as defined in General Condition 43.1 (*Definitions*)) each means the Reference Rate specified as such in the Issue Terms;
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual',

'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- **"Digital Rate 1", "Digital Rate 2", "Digital Rate (i)", "Digital Rate (n)" and "Digital Rate (n+1)"** each means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate, an Inflation Performance or Basket Rate, as specified in the Issue Terms and each a **"Digital Rate"**.
- **"Digital Strike", "Digital Strike 1", "Digital Strike (i)" and "Digital Strike (n)"** each means, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Not Applicable', the percentage rate or exchange rate or price specified as such for the relevant Interest Payment Date in the Issue Terms and, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Applicable', the Variable Digital Strike determined by the Determination Agent.
- **"Digital Strike Cap "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Floor "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Observation Date"** means the date specified as such in the Issue Terms, subject to adjustment in accordance with the Business Day Convention.
- **"Digital Strike Observation Period"** means the period specified as such in the Issue Terms.
- **"Digital Strike Spread"** means the percentage rate specified as such in the Issue Terms.
- **"Floating Rate"** means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate*) above.
- **"Inflation Index"** means the index specified as such in the Issue Terms.
- **"Inflation Index Level"** means the level of the Inflation Index first published or announced for the relevant Reference Month, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- **"Inflation Performance"** means, in respect of any Interest Observation Date,
 - (i) where the Issue Terms specifies that 'Year-on-Year' applies, a number determined by subtracting one (1) from the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index₍₀₎**"); divided by (B) the Inflation Index Level for the month falling 12 months prior to such Reference Month ("**Inflation Index_(t-1)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} \right) - 1$$

- (ii) where the Issue Terms specifies that 'Cumulative' applies, a number determined as the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index_(initial)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(initial)}} \right)$$

- "**Initial Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Interest Calculation Period**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Interest Determination Date**" has the meaning given to it in the Floating Rate Conditions, unless otherwise specified in the Issue Terms.
- "**Interest Observation Date**" means, with respect to an Interest Calculation Period, the Interest Determination Date for such Interest Calculation Period or such other date specified as such in the Issue Terms.
- "**Interest Payment Date**" means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to General Condition 12.5(d)(iv)(A)(3), such date shall be postponed by an equal number of Business Days);
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to General Condition 12.5(d)(iv)(A)(3), if applicable).

subject in each case to an adjustment in accordance with the Business Day Convention.
- "**Inverse Floating Rate**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Issue Currency**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Jade Barrier (i)**" means, in respect of Observed Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Observed Rate.
- "**Jade Basket Rate**" means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.

- **"Jade Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Observed Rate (i) observed on such Interest Observation Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the Observed Rate (i) observed on such Interest Observation Date is lower than the Jade Barrier (i), such Observed Rate (i) as observed on such Interest Observation Date.
- **"Jade Replacement Rate (i)"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate (i).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Observed Rate"** means, in respect of an Interest Observation Date:
 - (i) If "Single Observed Rate" is specified as applicable in the Issue Terms, the (i) Floating Rate (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price in respect of such Interest Observation Date;
 - (ii) If "Spread Observed Rate" is specified as applicable in the Issue Terms, the Spread Rate in respect of such Interest Observation Date;
 - (iii) If "Combined Observed Rate" is specified as applicable in the Issue Terms, the amount calculated in accordance with the following formula, in each case in respect of such Interest Observation Date:

$$\sum_{j=1}^y \text{Multiplier (j)} \times \text{Relevant Observed Rate (j)}$$

With j being a number from (and including) 1 to (and including) y.

where:

- **"Multiplier (j)"** means each percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier (j)' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Relevant Observed Rate (j)"** means, in respect of an Interest Observation Date, each (i) fixed rate or (ii) Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any case specified as in the Issue Terms.
- (iv) If "Observed Basket Rate" is specified as applicable in the Issue Terms, the Basket Rate.
- **"Observed Rate (i)"** means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price, (vii) Combined Observed Rate or (viii) Basket Rate, specified in the Issue Terms as an Observed Rate (i), with i being a number from (and

including) 1 to (and including) x (where x is the total number of Observed Rates).

- **"Rainbow Basket Rate"** means , the sum of each Observed Rate (i) multiplied in each case by the Rainbow Weight of such Observed Rate (i).
- **"Rainbow Rank"** means, in respect of an Observed Rate (i) and an Interest Observation Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Observed Rate (i) after ranking the Observed Rates in order of their value, such that the Observed Rate with the highest value is assigned Rainbow Rank 1 and the Observed Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Observed Rates in respect of the Basket). In the event that more than one Observed Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Observed Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Reference Month"** means the calendar month specified as such in the Issue Terms as corresponding to the relevant Interest Observation Date.
- **"Starting Barrier Percentage"** means the percentage specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread Rate"** means, in respect of any date, Spread Rate 1 minus Spread Rate 2, in each case in respect of such date.
- **"Spread Rate 1"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 1 in the Issue Terms.
- **"Spread Rate 2"** means either (i) the Fixed Interest Rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 2 in the Issue Terms.
- **"Strike Determination Rate"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price or (vii) Spread Rate, in any such case specified as Strike Determination Rate in the Issue Terms.
- **"Strike Determination Rate (i)"** means, in respect of a Digital Strike Observation Date:
 - (i) if the Issue Terms specifies the type of Variable Digital Strike as 'Averaging-Out', the arithmetic average of the Strike Determination Rate observed during the Digital Strike Observation Period; or
 - (ii) if the Issue Terms specifies the type of Variable Digital Strike as 'Min Lookback-out', the lowest Strike

Determination Rate observed during the Digital Strike Observation Period; or

- (iii) if the Issue Terms specifies the type of Variable Digital Strike as 'Max Lookback-out', the maximum Strike Determination Rate observed during the Digital Strike Observation Period;
- (iv) if none of items (i) to (iii) (inclusive) applies, the Strike Determination Rate observed on the Digital Strike Observation Date.

- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Temple Rank of such Observed Rate (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Observed Rate (i) is between j+1 and n, such Observed Rate (i) as observed on such Interest Observation Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Observed Rates in the Basket.

- **"Temple Replacement Rate"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate.
- **"Variable Digital Strike"** means the percentage rate determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date multiplied by the relevant Weight (i) of such Strike Determination Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if the Issue Terms specifies the type of Variable Digital Strike as 'Forward', the Strike Determination Rate observed

on the Digital Strike Observation Date plus or minus the Digital Strike Spread; or

- (vi) if the Issue Terms specifies the type of Variable Digital Strike as 'As observed', the Strike Determination Rate observed on the Digital Strike Observation Date; or
- (vii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bullish)', the higher of (i) the Digital Strike Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage; or
- (viii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bearish)', the lower of (i) the Digital Strike Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage.

subject in each case to the maximum of the Variable Digital Strike Cap and/or the minimum of the Variable Digital Strike Floor, if specified in the Issue Terms. If on any day during the Digital Strike Observation Period or on the Digital Strike Observation Date there is no Observed Rate observed, the applicable rate shall be the last available rate on the immediately preceding Fixing Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Digital Strike Cap"** means the percentage rate specified as such in the Issue Terms.
- **"Variable Digital Strike Floor"** means the percentage rate specified as such in the Issue Terms.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.8 Digital (Rate Linked) Interest (single condition with lock-in)

(a) Interest Type and application

Where the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (single condition with lock-in)' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (single condition with lock-in)') then this General Condition 13.8 will apply.

(b) Accrual of Interest and when paid

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the rate determined in accordance with General Condition 13.8(c)(ii) (*Determination of Digital Rate of Interest*) for that Interest Calculation Period. Provided that the Securities have not been

redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent as follows:

- (ii) if the Observed Rate in respect to any Interest Observation Date preceding the relevant Interest Observation Date is (a) in the case 'Lock-in (bullish)' is applicable in the Issue Terms, greater than, or (b) in the case 'Lock-in (bearish)' is applicable in the Issue Terms, lower than the Lock-in Digital Strike corresponding to such previous Interest Observation Date:

$$\text{Digital Lock} - \text{in Rate} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (iii) if (i) above does not apply, but the Observed Rate in respect to the relevant Interest Observation Date is (a) in the case 'Lock-in (bullish)' is applicable in the Issue Terms, greater than, or (b) in the case 'Lock-in (bearish)' is applicable in the Issue Terms, lower than the Lock-in Digital Strike:

$$\text{Digital Lock} - \text{in Rate} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (iv) otherwise:

$$\text{Digital Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Digital Rate of Interest**

If the Issue Terms specifies a single Digital Strike, the "**Digital Rate of Interest**" for an Interest Calculation Period will be equal to:

- (A) Digital Rate 1, if the Observed Rate in respect of the relevant Interest Observation Date is less than the Digital Strike; or
- (B) Digital Rate 2, if the Observed Rate in respect of the relevant Interest Observation Date is greater than the Digital Strike; or

- (C) the greater of Digital Rate 1 and Digital Rate 2, if the Observed Rate in respect of the relevant Interest Observation Date is equal to the Digital Strike.

If the Issue Terms specifies more than one Digital Strike (i.e. n is greater than 1), the "Digital Rate of Interest" for an Interest Calculation Period will be equal to:

- (D) Digital Rate 1, if the Observed Rate in respect of the relevant Interest Observation Date is less than Digital Strike 1;
- (E) Digital Rate (i), if the Observed Rate in respect of the relevant Interest Observation Date is greater than Digital Strike (i-1) but less than Digital Strike (i);
- (F) the greater of Digital Rate (i-1) and Digital Rate (i), if the Observed Rate in respect of the relevant Interest Observation Date is equal to Digital Strike (i-1);
- (G) the greater of Digital Rate (n) and Digital Rate (n+1), if the Observed Rate in respect of the relevant Interest Observation Date is equal to Digital Strike (n); or
- (H) Digital Rate (n+1), if the Observed Rate in respect of the Interest Observation Date is greater than Digital Strike (n).

With i being a number from (and including) 2 to (and including) n .

(iii) **Maximum and Minimum Interest Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
 - (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or
- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

For each Interest Payment Date, the relevant Observed Rate (if the Issue Terms specifies 'Single Observed Rate' to be applicable), each Relevant Observed Rate (if the Issue Terms specifies 'Combined Observed Rate' to be applicable) Spread Rate 1 and Spread Rate 2 (if the Issue Terms specifies 'Spread Observed Rate' to be applicable) and each Digital Rate which the Issue Terms defines as a Floating Rate shall be determined by either 'Floating Rate Determination – Reference Rate' or 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Digital Rate, using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Basket Rate"** means, in respect of an Interest Calculation Period, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant Weight of such Underlying Asset specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap Rate"** means the percentage specified as such in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Curve Cap Rate"** means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) **"Factor"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus'

(provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).

(ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).

(iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.

(iv) **"Reference Index"** means:

(A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

(B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

(C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** (as defined in General Condition 43.1 (*Definitions*)) each means the Reference Rate specified as such in the Issue Terms;
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)',

'30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- "**Digital Lock-In Rate**" means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate or an Inflation Performance as specified in the Issue Terms.
- "**Digital Rate 1**", "**Digital Rate 2**", "**Digital Rate (i)**", "**Digital Rate (n)**" and "**Digital Rate (n+1)**" each means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate, an Inflation Performance or Basket Rate, as specified in the Issue Terms and each a "**Digital Rate**".

"**Digital Strike**", "**Digital Strike 1**", "**Digital Strike (i)**" and "**Digital Strike (n)**" each means, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Not Applicable', the specified percentage rate or specified exchange rate or specified price specified as such for the relevant Interest Payment Date in the Issue Terms and, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Applicable', the Variable Digital Strike determined by the Determination Agent.

- "**Digital Strike Cap**" means the percentage rate specified as such in the Issue Terms.
- "**Digital Strike Floor**" means the percentage rate specified as such in the Issue Terms.
- "**Digital Strike Observation Date**" means the date specified as such in the Issue Terms, subject to adjustment in accordance with the Business Day Convention.
- "**Digital Strike Observation Period**" means the period specified as such in the Issue Terms.
- "**Digital Strike Spread**" means the percentage rate specified as such in the Issue Terms.
- "**Floating Rate**" means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate*) above.
- "**Inflation Index**" means the index specified as such in the Issue Terms.
- "**Inflation Index Level**" means the level of the Inflation Index first published or announced for the relevant Reference Month, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- "**Inflation Performance**" means, in respect of any Interest Observation Date,

(i) where the Issue Terms specifies that 'Year-on-Year' applies, a number determined by subtracting one (1) from the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index**_(t)"); divided by (B) the Inflation Index Level for the month falling 12 months prior to such Reference Month ("**Inflation Index**_(t-1)"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} \right) - 1$$

(ii) where the Issue Terms specifies that 'Cumulative' applies, a number determined as the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index_(initial)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(initial)}} \right)$$

- "**Initial Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Interest Calculation Period**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Interest Determination Date**" has the meaning given to it in the Floating Rate Conditions, unless otherwise specified in the Issue Terms.
- "**Interest Observation Date**" means, with respect to an Interest Calculation Period, the Interest Determination Date for such Interest Calculation Period or such other date specified as such in the Issue Terms.
- "**Interest Payment Date**" means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days);
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable).

subject in each case to an adjustment in accordance with the Business Day Convention.
- "**Inverse Floating Rate**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Issue Currency**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Jade Barrier (i)**" means, in respect of Observed Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Observed Rate.
- "**Jade Basket Rate**" means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.

- **"Jade Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Observed Rate (i) observed on such Interest Observation Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the Observed Rate (i) observed on such Interest Observation Date is lower than the Jade Barrier (i), such Observed Rate (i) as observed on such Interest Observation Date.
- **"Jade Replacement Rate (i)"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate (i).
- **"Lock-In Digital Strike"** means the percentage rate specified as such for the relevant Interest Observation Date in the Issue Terms.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Observed Rate"** means, in respect of an Interest Observation Date:
 - (i) If "Single Observed Rate" is specified as applicable in the Issue Terms, the (i) Floating Rate (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price in respect of such Interest Observation Date;
 - (ii) If "Spread Observed Rate" is specified as applicable in the Issue Terms, the Spread Rate in respect of such Interest Observation Date;
 - (iii) If "Combined Observed Rate" is specified as applicable in the Issue Terms, the amount calculated in accordance with the following formula, in each case in respect of such Interest Observation Date:

$$\sum_{j=1}^y \text{Multiplier (j)} \times \text{Relevant Observed Rate (j)}$$

With j being a number from (and including) 1 to (and including) y.

where:

- **"Multiplier (j)"** means each percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier (j)' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Relevant Observed Rate (j)"** means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any case specified as in the Issue Terms.
- (iv) If "Observed Basket Rate" is specified as applicable in the Issue Terms, the Basket Rate.
- **"Observed Rate (i)"** means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate (iii) Inverse Floating Rate,

(iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price, (vii) Combined Observed Rate or (viii) Basket Rate, specified in the Issue Terms as an Observed Rate (i), with i being a number from (and including) 1 to (and including) x (where x is the total number of Observed Rates).

- **"Rainbow Basket Rate"** means the sum of each Observed Rate (i) multiplied in each case by the Rainbow Weight of such Observed Rate (i).
- **"Rainbow Rank"** means, in respect of an Observed Rate (i) and an Interest Observation Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Observed Rate (i) after ranking the Observed Rates in order of their value, such that the Observed Rate with the highest value is assigned Rainbow Rank 1 and the Observed Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Observed Rates in respect of the Basket). In the event that more than one Observed Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Observed Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Reference Month"** means the calendar month specified as such in the Issue Terms as corresponding to the relevant Interest Observation Date.
- **"Starting Barrier Percentage"** means the percentage specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread Rate"** means, in respect of any date, Spread Rate 1 minus Spread Rate 2, in each case in respect of such date.
- **"Spread Rate 1"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 1 in the Issue Terms.
- **"Spread Rate 2"** means either (i) the Fixed Interest Rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 2 in the Issue Terms.
- **"Strike Determination Rate"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price or (vii) Spread Rate, in any such case specified as Strike Determination Rate in the Issue Terms.
- **"Strike Determination Rate (i)"** means, in respect of a Digital Strike Observation Date:
 - (i) if the Issue Terms specifies the type of Variable Digital Strike as 'Averaging-Out', the arithmetic average of the Strike Determination Rate observed during the Digital Strike Observation Period; or

- (ii) if the Issue Terms specifies the type of Variable Digital Strike as 'Min Lookback-out', the lowest Strike Determination Rate observed during the Digital Strike Observation Period; or
 - (iii) if the Issue Terms specifies the type of Variable Digital Strike as 'Max Lookback-out', the maximum Strike Determination Rate observed during the Digital Strike Observation Period;
 - (iv) if none of items (i) to (iii) (inclusive) applies, the Strike Determination Rate observed on the Digital Strike Observation Date.
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
 - **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
 - **"Temple Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Temple Rank of such Observed Rate (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Observed Rate (i) is between j+1 and n, such Observed Rate (i) as observed on such Interest Observation Date.

Where

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Observed Rates in the Basket.

- **"Temple Replacement Rate"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate.
- **"Variable Digital Strike"** means the percentage rate determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date multiplied by the relevant Weight (i) of such Strike Determination Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;

- (v) if the Issue Terms specifies the type of Variable Digital Strike as 'Forward', the Strike Determination Rate observed on the Digital Strike Observation Date plus or minus the Digital Strike Spread; or
- (vi) if the Issue Terms specifies the type of Variable Digital Strike as 'As observed', the Strike Determination Rate observed on the Digital Strike Observation Date; or
- (vii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bullish)', the higher of (i) the Digital Strike Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage; or
- (viii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bearish)', the lower of (i) the Digital Strike Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage.

subject in each case to the maximum of the Variable Digital Strike Cap and/or the minimum of the Variable Digital Strike Floor, if specified in the Issue Terms. If on any day during the Digital Strike Observation Period or on the Digital Strike Observation Date there is no Observed Rate observed, the applicable rate shall be the last available rate on the immediately preceding Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Digital Strike Cap"** means the percentage rate specified as such in the Issue Terms.
- **"Variable Digital Strike Floor"** means the percentage rate specified as such in the Issue Terms.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.9 **Digital (Rate Linked) Interest (multiple conditions without lock-in)**

(a) **Interest Type and application**

Where the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (multiple conditions without lock-in)' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (multiple conditions without lock-in)') then this General Condition 13.9 will apply.

(b) **Accrual of Interest and when paid**

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the rate determined in accordance with General Condition 13.9(c)(ii) (*Determination of Digital Rate of Interest*) for

that Interest Calculation Period. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent by multiplying the Digital Rate of Interest for the corresponding Interest Calculation Period by the Calculation Amount and then further multiplying by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Digital Rate of Interest} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Digital Rate of Interest**

The "**Digital Rate of Interest**" for an Interest Calculation Period will be equal to:

- (A) Digital Rate 1, if the Number of Required Observed Rate Conditions in respect of the relevant Interest Observation Date is satisfied; or
- (B) Digital Rate 2, if the Number of Required Observed Rate Conditions in respect of the relevant Interest Observation Date is not satisfied.

The Issue Terms will specify the Observed Rate Conditions in respect of each Interest Observation Date, including:

- (1) the Number of Observed Rate Conditions that are applicable, and if not every Observed Rate Condition is applicable to every Interest Observation Date, which of the Observed Rate Conditions or at least how many of the Observed Rate Conditions are applicable to which Interest Observation Date;
- (2) what an Observed Rate Condition means (an Observed Rate Condition will be expressed in terms of whether an Observed Rate is (i) strictly less than, (ii) less than or equal to, (iii) equal to, (iv) greater than or equal to, or (v) strictly greater than a Digital Strike);

(3) what an Observed Rate means in respect of an Interest Observation Date; and

(4) what a Digital Strike means in respect of an Interest Observation Date.

(iii) **Maximum and Minimum Interest Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

(A) where:

(1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or

(2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or

(B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

For each Interest Payment Date, each relevant Observed Rate (i) and each Digital Rate which the Issue Terms defines as a Floating Rate shall be determined by either 'Floating Rate Determination – Reference Rate' or 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Digital Rate, using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Basket Rate"** means, in respect of an Interest Determination Date, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant

Weight of such Underlying Asset specified in the Issue Terms;

- (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
 - "**Cap Rate**" means the percentage specified as such in the Issue Terms.
 - "**Combined Observed Rate**" means the amount calculated in accordance with the following formula, in each case in respect of such Interest Observation Date:

$$\sum_{j=1}^y \text{Multiplier } (j) \times \text{Relevant Observed Rate } (j)$$

With j being a number from (and including) 1 to (and including) y.

where:

"**Multiplier (j)**" means each percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier (j)' to be 'Not Applicable', each such value as so specified shall be deemed to be one).

"**Relevant Observed Rate (j)**" means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any case specified as in the Issue Terms.

- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) "**Factor**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).

(ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).

(iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.

(iv) **"Reference Index"** means:

(A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

(B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad - (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

(C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} &(\text{Multiplier 1} \times \text{Reference Rate 1}) \\ &\quad + (\text{Multiplier 2} \\ &\quad \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** (as defined in General Condition 43.1 (*Definitions*)) each means the Reference Rate specified as such in the Issue Terms;
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- **"Digital Rate 1"** and **"Digital Rate 2"**, each means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate or an Inflation Performance as specified in the Issue Terms and each a **"Digital Rate"**.
- **"Digital Strike"**, **"Digital Strike 1"**, **"Digital Strike (i)"** and **"Digital Strike (n)"** each means, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Not Applicable', the percentage rate or exchange rate or price specified as such for the relevant Interest Payment Date in the Issue Terms and, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Applicable', the Variable Digital Strike determined by the Determination Agent.
- **"Digital Strike Cap "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Floor "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Observation Date"** means the date specified as such in the Issue Terms, subject to adjustment in accordance with the Business Day Convention.
- **"Digital Strike Observation Period"** means the period specified as such in the Issue Terms.
- **"Digital Strike Spread"** means the percentage rate specified as such in the Issue Terms.
- **"Floating Rate"** means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate*) above.
- **"Inflation Index"** means the index specified as such in the Issue Terms.
- **"Inflation Index Level"** means the level of the Inflation Index first published or announced for the relevant Reference Month, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- **"Inflation Performance"** means, in respect of any Interest Observation Date,

(i) where the Issue Terms specifies that 'Year-on-Year' applies, a number determined by subtracting one (1) from the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month (**"Inflation Index₍₀₎"**); divided by (B) the Inflation Index Level for the month falling 12 months prior to such Reference Month (**"Inflation Index_(t-1)"**); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} \right) - 1$$

(ii) where the Issue Terms specifies that 'Cumulative' applies, a number determined as the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month (**"Inflation Index₍₀₎"**); divided by (B) the Inflation Index Level for the month specified in the Issue

Terms as corresponding to the Initial Valuation Date ("Inflation Index_(initial)"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(\text{initial})}} \right)$$

- **"Initial Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*)
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Determination Date"** has the meaning given to it in the Floating Rate Conditions, unless otherwise specified in the Issue Terms.
- **"Interest Observation Date"** means, with respect to an Interest Calculation Period, the Interest Determination Date for such Interest Calculation Period or such other date specified as such in the Issue Terms.
- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days);
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable).

subject in each case to an adjustment in accordance with the Business Day Convention.

- **"Inverse Floating Rate"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Jade Barrier (i)"** means, in respect of Observed Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Observed Rate.
- **"Jade Basket Rate"** means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Observed Rate (i) observed on such Interest Observation Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the Observed Rate (i) observed on such Interest Observation Date is lower than the Jade Barrier (i), such Observed Rate (i) as observed on such Interest Observation Date.

- **"Jade Replacement Rate (i)"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate (i).
- **"Number of Required Observed Rate Conditions"** means, in respect of an Interest Observation Date, the number specified in the Issue Terms.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Observed Rate (i)"** means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price, (vii) Combined Observed Rate or (viii) Basket Rate, specified in the Issue Terms as an Observed Rate (i), with i being a number from (and including) 1 to (and including) x (where x is the total number of Observed Rates).
- **"Observed Rate Condition"** means, in respect of an Interest Observation Date, each condition specified in the Issue Terms.
- **"Rainbow Basket Rate"** means, the sum of each Observed Rate (i) multiplied in each case by the Rainbow Weight of such Observed Rate (i).
- **"Rainbow Rank"** means, in respect of an Observed Rate (i) and an Interest Observation Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Observed Rate (i) after ranking the Observed Rates in order of their value, such that the Observed Rate with the highest value is assigned Rainbow Rank 1 and the Observed Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Observed Rates in respect of the Basket). In the event that more than one Observed Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Observed Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Reference Month"** means the calendar month specified as such in the Issue Terms as corresponding to the relevant Interest Observation Date.
- **"Starting Barrier Percentage"** means the percentage specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread Rate"** means, in respect of any date, Spread Rate 1 minus Spread Rate 2, in each case in respect of such date.
- **"Spread Rate 1"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 1 in the Issue Terms.

- **"Spread Rate 2"** means either (i) the Fixed Interest Rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 2 in the Issue Terms.
- **"Strike Determination Rate"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price or (vii) Spread Rate, in any such case specified as Strike Determination Rate in the Issue Terms.
- **"Strike Determination Rate (i)"** means, in respect of a Digital Strike Observation Date:
 - (i) if the Issue Terms specifies the type of Variable Digital Strike as 'Averaging-Out', the arithmetic average of the Strike Determination Rate observed during the Digital Strike Observation Period; or
 - (ii) if the Issue Terms specifies the type of Variable Digital Strike as 'Min Lookback-out', the lowest Strike Determination Rate observed during the Digital Strike Observation Period; or
 - (iii) if the Issue Terms specifies the type of Variable Digital Strike as 'Max Lookback-out', the maximum Strike Determination Rate observed during the Digital Strike Observation Period;
 - (iv) if none of items (i) to (iii) (inclusive) applies, the Strike Determination Rate observed on the Digital Strike Observation Date.
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Temple Rank of such Observed Rate (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Observed Rate (i) is between j+1 and n, such Observed Rate (i) as observed on such Interest Observation Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Observed Rates in the Basket.
- **"Temple Replacement Rate"** means the percentage specified as such in the Issue Terms.
- **"Variable Digital Strike"** means the percentage rate determined by the Determination Agent as follows:

- (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
- (ii) if 'Worst-of' is specified in the Issue Terms, rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
- (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date multiplied by the relevant Weight (i) of such Strike Determination Rate (i) specified in the Issue Terms;
- (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
- (v) if the Issue Terms specifies the type of Variable Digital Strike as 'Forward', the Strike Determination Rate observed on the Digital Strike Observation Date plus or minus the Digital Strike Spread; or
- (vi) if the Issue Terms specifies the type of Variable Digital Strike as 'As observed', the Strike Determination Rate observed on the Digital Strike Observation Date; or
- (vii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bullish)', the higher of (i) the Digital Strike Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage; or
- (viii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bearish)', the lower of (i) the Digital Strike Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage.

subject in each case to the maximum of the Variable Digital Strike Cap and/or the minimum of the Variable Digital Strike Floor, if specified in the Issue Terms. If on any day during the Digital Strike Observation Period or on the Digital Strike Observation Date there is no Observed Rate observed, the applicable rate shall be the last available rate on the immediately preceding Fixing Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Digital Strike Cap"** means the percentage rate specified as such in the Issue Terms.
- **"Variable Digital Strike Floor"** means the percentage rate specified as such in the Issue Terms.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.10 **Digital (Rate Linked) Interest (multiple conditions with lock-in)**

(a) **Interest Type and application**

Where the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (multiple conditions with lock-in)' (or, if so specified in the Issue Terms, in respect of the calculation of each Interest Amount corresponding to an Interest Determination Date or Interest Valuation Date (and related Interest Calculation Period) for which the Issue Terms specifies 'Interest Type' to be 'Digital (Rate Linked) Interest (multiple conditions with lock-in)') then this General Condition 13.10 will apply.

(b) **Accrual of Interest and when paid**

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the rate determined in accordance with General Condition 13.10(c)(ii) (*Determination of Digital Rate of Interest*) for that Interest Calculation Period. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The "**Interest Amount**" per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent as follows:

- (A) if the Observed Lock-in Rate in respect to any Interest Observation Date preceding the relevant Interest Observation Date is (a) in the case 'Lock-in (bullish)' is applicable in the Issue Terms, greater than, or (b) in the case 'Lock-in (bearish)' is applicable in the Issue Terms, lower than the Lock-in Digital Strike corresponding to such previous Interest Observation Date:

$$\text{Digital Lock} - \text{in Rate} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

- (B) if (A) above does not apply, but the Observed Lock-in Rate in respect to the relevant Interest Observation Date is (a) in the case 'Lock-in (bullish)' is applicable in the Issue Terms, greater than, or (b) in the case 'Lock-in (bearish)' is applicable in the Issue Terms, lower than the Lock-in Digital Strike:

$$\text{Digital Lock} - \text{in Rate} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

- (C) otherwise:

$$\text{Digital Rate of Interest} \times \text{Calculation Amount} \\ \times \text{Day Count Fraction}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Digital Rate of Interest**

The "**Digital Rate of Interest**" for an Interest Calculation Period will be equal to:

- (A) Digital Rate 1, if the Number of Required Observed Rate Conditions in respect of the relevant Interest Observation Date is satisfied; or
- (B) Digital Rate 2, if the Number of Required Observed Rate Conditions in respect of the relevant Interest Observation Date is not satisfied.

The Issue Terms will specify the Observed Rate Conditions in respect of each Interest Observation Date, including:

- (1) the Number of Observed Rate Conditions that are applicable, and if not every Observed Rate Condition is applicable to every Interest Observation Date, which of the Observed Rate Conditions or at least how many of the Observed Rate Conditions are applicable to which Interest Observation Date;
- (2) what an Observed Rate Condition means (an Observed Rate Condition will be expressed in terms of whether an Observed Rate is (i) strictly less than, (ii) less than or equal to, (iii) equal to, (iv) greater than or equal to, or (v) strictly greater than a Digital Strike);
- (3) what an Observed Rate means in respect of an Interest Observation Date; and
- (4) what a Digital Strike means in respect of an Interest Observation Date.

(iii) **Maximum and Minimum Interest Rate**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
 - (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or
- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

For each Interest Payment Date, each relevant Observed Rate (i) and each Digital Rate which the Issue Terms defines as a Floating Rate shall be determined by either 'Floating Rate Determination – Reference Rate' or 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index'. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Digital Rate, using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Basket Rate"** means, in respect of an Interest Calculation Period, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Observed Rate (i) (or such other rate as specified in the Issue Terms) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant Weight of such Underlying Asset specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap Rate"** means the percentage specified as such in the Issue Terms.
- **"Combined Observed Rate"** means the amount calculated in accordance with the following formula, in each case in respect of such Interest Observation Date:

$$\sum_{j=1}^y \text{Multiplier } (j) \times \text{Relevant Observed Rate } (j)$$

With j being a number from (and including) 1 to (and including) y.

where:

"**Multiplier (j)**" means each percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier (j)' to be 'Not Applicable', each such value as so specified shall be deemed to be one).

"**Relevant Observed Rate (j)**" means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any case specified as in the Issue Terms.

- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) "**Factor**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) "**Margin**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) "**Min**", followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (;), means the lesser of such two amounts.
- (iv) "**Reference Index**" means:
 - (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$
 - (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$(\text{Multiplier 1} \times \text{Reference Rate 1}) - (\text{Multiplier 2} \times \text{Reference Rate 2})$$
 - (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} & (\text{Multiplier 1} \times \text{Reference Rate 1}) \\ & + (\text{Multiplier 2} \\ & \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** (as defined in General Condition 43.1 (*Definitions*)) each means the Reference Rate specified as such in the Issue Terms;
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.
- **"Digital Lock-In Rate"** means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate or an Inflation Performance as specified in the Issue Terms.
- **"Digital Rate 1"** and **"Digital Rate 2"**, each means a fixed rate or a Floating Rate, a CMS Rate, an Interest Rate Index, an Inverse Floating Rate, a Spread Rate or an Inflation Performance as specified in the Issue Terms and each a **"Digital Rate"**.
- **"Digital Strike"**, **"Digital Strike 1"**, **"Digital Strike (i)"** and **"Digital Strike (n)"** each means, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Not Applicable', the specified percentage rate or specified exchange rate or specified price specified as such for the relevant Interest Payment Date in the Issue Terms and, if 'Variable Digital Strike' is specified in the Issue Terms to be 'Applicable', the Variable Digital Strike determined by the Determination Agent.
- **"Digital Strike Cap "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Floor "** means the percentage rate specified as such in the Issue Terms.
- **"Digital Strike Observation Date"** means the date specified as such in the Issue Terms, subject to adjustment in accordance with the Business Day Convention.

- **"Digital Strike Observation Period"** means the period specified as such in the Issue Terms.
- **"Digital Strike Spread"** means the percentage rate specified as such in the Issue Terms.
- **"Floating Rate"** means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate*) above.
- **"Inflation Index"** means the index specified as such in the Issue Terms.
- **"Inflation Index Level"** means the level of the Inflation Index first published or announced for the relevant Reference Month, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- **"Inflation Performance"** means, in respect of any Interest Observation Date,

(i) where the Issue Terms specifies that 'Year-on-Year' applies, a number determined by subtracting one (1) from the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month falling 12 months prior to such Reference Month ("**Inflation Index_(t-1)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} \right) - 1$$

(ii) where the Issue Terms specifies that 'Cumulative' applies, a number determined as the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index_(initial)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(initial)}} \right)$$

- **"Initial Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Determination Date"** has the meaning given to it in the Floating Rate Conditions, unless otherwise specified in the Issue Terms.
- **"Interest Observation Date"** means, with respect to an Interest Calculation Period, the Interest Determination Date for such Interest Calculation Period or such other date specified as such in the Issue Terms.

- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days);
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable).subject in each case to an adjustment in accordance with the Business Day Convention.
- **"Inverse Floating Rate"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Jade Barrier (i)"** means, in respect of Observed Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Observed Rate.
- **"Jade Basket Rate"** means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Observed Rate (i) observed on such Interest Observation Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the Observed Rate (i) observed on such Interest Observation Date is lower than the Jade Barrier (i), such Observed Rate (i) as observed on such Interest Observation Date.
- **"Jade Replacement Rate (i)"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate (i).
- **"Lock-In Digital Strike"** means the percentage rate specified as such for the relevant Interest Observation Date in the Issue Terms.
- **"Number of Required Observed Rate Conditions"** means, in respect of an Interest Observation Date, the number specified in the Issue Terms.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Observed Lock-In Rate"** any Observed Rate designated as such in the Issue Terms.
- **"Observed Rate (i)"** means, in respect of an Interest Observation Date, each (i) fixed rate, (ii) Floating Rate (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price , (vii) Combined Observed Rate or (viii) Basket Rate, specified in the Issue Terms as an Observed Rate (i), with i being a number from (and including) 1 to (and including) x (where x is the total number of Observed Rates).

- **"Observed Rate Condition"** means, in respect of an Interest Observation Date, each condition specified in the Issue Terms.
- **"Rainbow Basket Rate"** means, the sum of each Observed Rate (i) multiplied in each case by the Rainbow Weight of such Observed Rate (i).
- **"Rainbow Rank"** means, in respect of an Observed Rate (i) and an Interest Observation Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Observed Rate (i) after ranking the Observed Rates in order of their value, such that the Observed Rate with the highest value is assigned Rainbow Rank 1 and the Observed Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Observed Rates in respect of the Basket). In the event that more than one Observed Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Observed Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Reference Month"** means the calendar month specified as such in the Issue Terms as corresponding to the relevant Interest Observation Date.
- **"Starting Barrier Percentage"** means the percentage specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread Rate"** means, in respect of any date, Spread Rate 1 minus Spread Rate 2, in each case in respect of such date.
- **"Spread Rate 1"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 1 in the Issue Terms.
- **"Spread Rate 2"** means either (i) the Fixed Interest Rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any such case specified as Spread Rate 2 in the Issue Terms.
- **"Strike Determination Rate"** means either (i) the fixed rate, (ii) the Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate, (vi) Valuation Price or (vii) Spread Rate, in any such case specified as Strike Determination Rate in the Issue Terms.
- **"Strike Determination Rate (i)"** means, in respect of a Digital Strike Observation Date:
 - (i) if the Issue Terms specifies the type of Variable Digital Strike as 'Averaging-Out', the arithmetic average of the Strike Determination Rate observed during the Digital Strike Observation Period; or
 - (ii) if the Issue Terms specifies the type of Variable Digital Strike as 'Min Lookback-out', the lowest Strike

Determination Rate observed during the Digital Strike Observation Period; or

- (iii) if the Issue Terms specifies the type of Variable Digital Strike as 'Max Lookback-out', the maximum Strike Determination Rate observed during the Digital Strike Observation Period;
 - (iv) if none of items (i) to (iii) (inclusive) applies, the Strike Determination Rate observed on the Digital Strike Observation Date.
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
 - **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
 - **"Temple Rate (i)"** means, in respect of an Interest Observation Date and an Observed Rate (i), (i) if the Temple Rank of such Observed Rate (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Observed Rate (i) is between j+1 and n, such Observed Rate (i) as observed on such Interest Observation Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Observed Rates in the Basket.

- **"Temple Replacement Rate"** means, in respect of Observed Rate (i), the percentage specified as such in the Issue Terms in respect of such Observed Rate.
- **"Variable Digital Strike"** means the percentage rate determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, rate of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Strike Determination Rate (i) observed in respect of the Digital Strike Observation Date multiplied by the relevant Weight (i) of such Strike Determination Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if the Issue Terms specifies the type of Variable Digital Strike as 'Forward', the Strike Determination Rate observed

on the Digital Strike Observation Date plus or minus the Digital Strike Spread; or

- (vi) if the Issue Terms specifies the type of Variable Digital Strike as 'As observed', the Strike Determination Rate observed on the Digital Strike Observation Date; or
- (vii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bullish)', the higher of (i) the Digital Strike Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage; or
- (viii) if the Issue Terms specifies the type of Variable Digital Strike as 'Magnetic Barrier (bearish)', the lower of (i) the Digital Strike Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Strike Determination Rate observed up to the immediately preceding Digital Strike Observation Date provided that the Variable Digital Strike in respect of the first Digital Strike Period shall be the Starting Barrier Percentage.

subject in each case to the maximum of the Variable Digital Strike Cap and/or the minimum of the Variable Digital Strike Floor, if specified in the Issue Terms. If on any day during the Digital Strike Observation Period or on the Digital Strike Observation Date there is no Observed Rate observed, the applicable rate shall be the last available rate on the immediately preceding Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Digital Strike Cap"** means the percentage rate specified as such in the Issue Terms.
- **"Variable Digital Strike Floor"** means the percentage rate specified as such in the Issue Terms.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.11 Digital (Bullish)

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish)', then this General Condition 12.9 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Issue Terms.

(b) Interest Amount

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if a Digital Down Trigger Event has not occurred:

Fixed Interest Rate × Calculation Amount

- (ii) otherwise:

Global Floor Percentage $\times$ Calculation Amount

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Digital Down Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Modified Performance of the Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or
 - (B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Underlying Asset at any time on any Observation Date corresponding to such Interest Valuation Date divided by the Initial Price_(Interest) of such Underlying Asset is below the relevant Interest Barrier.

OR

- (ii) if 'Worst-of' is specified in the Issue Terms as the 'Underlying Performance Type_(Interest)', then:
 - (A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Modified Performance of the Worst Performing Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or
 - (B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of any Underlying Asset, at any time on any Observation Date corresponding to such Interest Valuation Date divided by the Initial Price_(Interest) of such Underlying Asset, is below the relevant Interest Barrier.

OR

(iii) if 'Best-of' is specified in the Issue Terms as the 'Underlying Performance Type_(Interest)', then:

(A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Modified Performance of the Best Performing Underlying Asset on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of every Underlying Asset, at any time on any Observation Date corresponding to such Interest Valuation Date divided by the Initial Price(Interest) of such Underlying Asset, is below the relevant Interest Barrier.

OR

(iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Interest Performance on any Observation Date corresponding to such Modified Valuation Date is below the relevant Interest Barrier.

OR

(v) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Modified Performance on any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier.

- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in respect of such Interest Valuation Date in the Issue Terms.
- **"Global Floor Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Barrier"** means in respect of an Interest Valuation Date, (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.

- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Asset Performance "** means, in respect of an Underlying Asset and an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, the minimum Modified Performance for such Underlying Asset determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Interest Trigger Event' Type' to be 'Continuous' in relation to an Interest Valuation Date, the lowest quotient of (a) the market price or level of the relevant Underlying Asset ever observed at any time up to the close of trading hours of the relevant Exchange on the Interest Valuation Date immediately preceding such Interest Valuation Date, divided by (b) the Initial Price(Interest) of such Underlying Asset.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Single Asset' or 'Worst-of' or 'Best-of', in respect of a Relevant Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor

Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Asset Performance in respect of such Underlying Asset and Interest Valuation Date;

- (ii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date; or
- (iii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Rainbow Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.

- **"Modified Performance"** means:

- (i) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the sole Underlying Asset (the "Relevant Underlying Asset");
- (ii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Worst Performing Underlying Asset (the "Relevant Underlying Asset") as calculated in respect of such Interest Valuation Date;
- (iii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price(Interest), each in relation to the Best Performing Underlying Asset (the "Relevant Underlying Asset") as calculated in respect of such Interest Valuation Date; or
- (iv) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket' or 'Rainbow Basket', then, in relation to an Interest Valuation Date, the Summed Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket or Rainbow Basket.

- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of:

- (i) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket', the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date; or

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', the Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.12 Digital (Bullish with dual barrier)

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish with dual barrier)', then this General Condition 12.10 will apply on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) Interest Amount

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier(2):

$\text{Fixed Interest Rate}(2) \times \text{Calculation Amount}$

- (ii) if (i) above does not apply, but the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier(1):

$\text{Fixed Interest Rate}(1) \times \text{Calculation Amount}$

- (iii) otherwise:

$\text{Global Floor Percentage} \times \text{Calculation Amount}$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate(1)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Fixed Interest Rate(2)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Global Floor Percentage"** means the percentage as specified in the Issue Terms.
- **"Interest Barrier(1)"** means in respect of an Interest Valuation Date, the Interest Barrier Percentage(1) applicable in respect of such Interest Valuation Date, provided that if Magnetic Coupon Barrier is

specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, Interest Barrier(1) shall instead be the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.

- **"Interest Barrier(2)"** means in respect of an Interest Valuation Date, the Interest Barrier Percentage(2) applicable in respect of such Interest Valuation Date, provided that if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, Interest Barrier(2) shall instead be the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.
- **"Interest Barrier Percentage(1)"** means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Issue Terms.
- **"Interest Barrier Percentage(2)"** means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Asset Performance"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Modified Performance for such Underlying Asset determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:

- (i) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Single Asset' or 'Worst-of' or 'Best-of', in respect of a relevant Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage(1) in respect of Interest Barrier(1) or the Interest Barrier Percentage(2) in respect of Interest Barrier(2) each applicable in respect of such Interest Valuation Date and (y) the Lowest Asset Performance in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage(1) in respect of Interest Barrier(1) or the Interest Barrier Percentage(2) in respect of Interest Barrier(2) each applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.
- **"Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset (the **"Relevant Underlying Asset"**);
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.13 Digital (Bullish with lock-in feature)

- (a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish with lock-in feature)', then this General Condition 12.11 will apply on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Modified Performance on any Interest Valuation Date preceding the relevant Interest Valuation Date is at or above the Lock-in Barrier Percentage corresponding to such previous Interest Valuation Date:

$\text{Fixed Interest Rate} \times \text{Calculation Amount}$

- (ii) if (i) above does not apply, but the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage:

$\text{Fixed Interest Rate} \times \text{Calculation Amount}$

- (iii) otherwise:

$\text{Global Floor Percentage} \times \text{Calculation Amount}$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Fixed Interest Rate**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Global Floor Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Interest Payment Date**" means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or

- (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Lock-in Barrier Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.14 Digital (Bullish with memory feature)

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish with memory feature)', then this General Condition 12.12 will apply to the Securities on such Interest Valuation Date. The Issue Terms shall specify Underlying Performance Type_(Interest) to be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of'.

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier:

$$\begin{aligned} & (\text{Fixed Interest Rate} \times \text{Calculation Amount}) \\ & + (Y \times \text{Fixed Interest Rate} \\ & \times \text{Calculation Amount}) \end{aligned}$$

(ii) otherwise:

the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(b) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Barrier"** means in respect of an Interest Valuation Date the Interest Barrier Percentage applicable in respect of such Interest Valuation Date, provided that if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Interest Barrier shall instead be the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Asset Performance"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Modified Performance for such Underlying Asset determined in respect of each

Interest Valuation Date occurring prior to such Interest Valuation Date.

- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of' or 'Best-of', in respect of a Relevant Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Asset Performance in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.
- **"Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset (the **"Relevant Underlying Asset"**);
 - (ii) if the Issue Terms specifies 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted

Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

12.15 Digital (Bullish with dual barrier and memory feature)

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish with dual barrier and memory feature)', then this General Condition 12.13 will apply on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) Interest Amount

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage(2):

$$[(\text{Fixed Interest Rate}(2) \times \text{CA}) + (Y(2) \times \text{Fixed Interest Rate}(2) \times \text{CA})]$$

(which, for the avoidance of doubt, is payable together with the amount payable pursuant to paragraph b(ii) below);

- (ii) if the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage(1):

$$[(\text{Fixed Interest Rate}(1) \times \text{CA}) + (Y(1) \times \text{Fixed Interest Rate}(1) \times \text{CA})]$$

otherwise, the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate(1)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Fixed Interest Rate(2)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.

- **"Interest Barrier Percentage(1)"** means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Issue Terms.
- **"Interest Barrier Percentage(2)"** means, in relation to an Interest Valuation Date, the relevant percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y(1)"** means the number of previous Interest Valuation Dates in respect of which no interest was payable pursuant to paragraph (b)(ii) (after which interest shall be considered to have been payable pursuant to paragraph (b)(ii) in respect of such previous Interest Valuation Date(s)).
- **"Y(2)"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable pursuant to paragraph (b)(i) (after which interest shall be considered to have been payable pursuant to paragraph (b)(i) in respect of such previous Interest Valuation Date(s)).

12.16 **Digital (Bullish with lock-in and memory features)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bullish with lock-in and memory features)', then this General Condition 12.14 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) **Interest Amount**

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Modified Performance on any Interest Valuation Date preceding the relevant Interest Valuation Date is at or above the Lock-in Barrier Percentage corresponding to such previous Interest Valuation Date:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) if (i) above does not apply, but the Modified Performance on the relevant Interest Valuation Date is at or above the relevant Interest Barrier Percentage:

$$(\text{Fixed Interest Rate} \times \text{Calculation Amount}) + (Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount})$$

- (iii) otherwise:

the Interest Amount shall be zero.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.

- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lock-in Barrier Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.17 **Digital (Bearish)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital (Bearish)', then this General Condition 12.15 will apply to such Interest Valuation Date. The Issue Terms shall specify Underlying Performance Type_(Interest) to be either 'Basket' or 'Single Asset'.

(b) **Interest Amount**

The **"Interest Amount"** per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if a Digital Up Trigger Event has not occurred:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) otherwise:

$$\text{Global Floor Percentage} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Digital Up Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the Valuation Price of the sole Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is above the relevant Interest Barrier; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the market price or level of the Underlying Asset at any time in respect of any Observation Date corresponding to such Interest Valuation Date is above the relevant Interest Barrier;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Up Trigger Event shall be deemed to have occurred if the Interest Performance, on any Observation Date corresponding to such Interest Valuation Date, is above the relevant Interest Barrier Percentage.
- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Global Floor Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Barrier"** means, in respect of an Underlying Asset and Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial Price_(Interest) of such Underlying Asset.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.18 Range Accrual

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Range Accrual', then this General Condition 12.16 will apply on such Interest Valuation Date. The Accrual Type shall be either 'All Assets', 'Basket' or 'Single Asset' as specified in the Issue Terms.

This General Condition 12.16 may apply in respect of Underlying Asset(s) other than Reference Rate(s), Inflation Indices and FX Pair(s).

(b) Interest Amount

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

$$(\text{Accrual Days}/N) \times \text{Fixed Interest Rate} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Accrual Days**" means, in relation to an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Accrual Type' to be 'Single Asset':
 - (A) if the Issue Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of the Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier;
or
 - (B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of the Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier and less than or equal to the corresponding Upper Interest Barrier;
 - OR
 - (ii) if the Issue Terms specifies 'Accrual Type' to be 'Basket':
 - (A) if the Issue Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Interest Performance is greater than or equal to the corresponding Lower Interest Barrier Percentage;
or
 - (B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Interest Performance is greater than or equal to the corresponding Lower Interest Barrier Percentage and less than or equal to the corresponding Upper Interest Barrier Percentage;
 - OR
 - (iii) if the Issue Terms specifies the 'Accrual Type' to be 'All Assets':
 - (A) if the Issue Terms specifies 'Upper Interest Barrier Percentage' to be 'Not Applicable', the number of Observation Dates corresponding to such Interest

Valuation Date in respect of which the Valuation Price of each Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier;
or

- (B) otherwise, the number of Observation Dates corresponding to such Interest Valuation Date in respect of which the Valuation Price of each Underlying Asset is greater than or equal to the corresponding Lower Interest Barrier and less than or equal to the corresponding Upper Interest Barrier;

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"N"** means, in relation to an Interest Valuation Date, the number of scheduled Observation Dates corresponding to such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.19 Call

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Call', then this General Condition 12.17 will apply on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) Interest Amount

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if:

$$MP \geq \text{Call Strike}$$

then:

(A) If the Issue Terms specifies ' $\text{Cap}_{(\text{Interest})}$ ' to be 'Not Applicable':

$$\text{Participation}_{(\text{Interest})} \times (MP - \text{Call Strike}) \times \text{Calculation Amount} + \text{Global Floor Percentage} \times \text{Calculation Amount}$$

(B) if the Issue Terms specifies ' $\text{Cap}_{(\text{Interest})}$ ' to be 'Applicable':

$$\text{Participation}_{(\text{Interest})} \times \text{Min}(MP - \text{Call Strike}, \text{Cap}_{(\text{Interest})}) \times \text{Calculation Amount} + \text{Global Floor Percentage} \times \text{Calculation Amount}$$

(ii) otherwise:

$$\text{Global Floor Percentage} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Call Strike**" means, in relation to an Interest Valuation Date:
 - (i) the percentage as specified in the Issue Terms; or
 - (ii) if the Issue Terms specifies the 'Call Strike' to be 'Sum of Coupons', the sum of the Interest Amounts payable in respect of all preceding Interest Valuation Dates and/or Interest Determination Dates (each disregarding the effect of any FX conversion applied where the Issue Terms specifies 'FX Conversion' to be 'Applicable') and each divided by the Calculation Amount prevailing on such preceding date.
- " **$\text{Cap}_{(\text{Interest})}$** " means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Global Floor Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Interest Payment Date**" means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms,

subject to adjustment in accordance with the Business Day Convention (if applicable);

- (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
 - **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
 - **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
 - **"Participation_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
 - **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.20 Put

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Put', then this General Condition 12.18 will apply on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

(i) if:

$$MP \leq \text{Put Strike}$$

then:

(A) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

$$\text{Participation}_{(\text{Interest})} \times (\text{Put Strike} - MP) \times \text{Calculation Amount} + \text{Global Floor Percentage} \times \text{Calculation Amount}$$

(B) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

$$\text{Participation}_{(\text{Interest})} \times \text{Min}(\text{Put Strike} - MP, \text{Cap}_{(\text{Interest})}) \times \text{Calculation Amount} + \text{Global Floor Percentage} \times \text{Calculation Amount}$$

(ii) otherwise:

$$\text{Global Floor Percentage} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap_(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Global Floor Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Interest Payment Date**" means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject

to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or

- (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- **"Participation_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Put Strike"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.21 **Cliquet – Single Asset**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Cliquet – Single Asset', then this General Condition 12.19 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

Calculation Amount $\times$ Max(Participation_(Interest) $\times$ Cliquet Payoff, Global Floor Percentage)

- (ii) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

Calculation Amount $\times$ Min(Cap_(Interest), Max(Participation_(Interest) $\times$ Cliquet Payoff, Global Floor Percentage))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap_(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Cliquet Observation Date**" means, in relation to an Interest Valuation Date, each date as specified in the Issue Terms, in each case subject to adjustment in accordance with General Condition 10.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Index Linked Securities), Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), Barclays Index Linked Condition 2 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or Barclays Index Linked Condition 3 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities) or Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).
- "**Cliquet Payoff**" means, in relation to an Interest Valuation Date, the sum of each Cliquet Performance calculated in respect of each corresponding Cliquet Observation Date.
- "**Cliquet Performance**" means, in relation to a Cliquet Observation Date:

$$CP / \left[\frac{CP}{100} \right] - (i - 1) - 1$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**CP**" means, in relation to a Cliquet Observation Date, the Valuation Price of the Underlying Asset in respect of such Cliquet Observation Date.
- "**CP_(i-1)**" means:

- (i) in relation to the first Cliquet Observation Date that corresponds to the first Interest Valuation Date, the Initial Price_(Interest); and
 - (ii) in relation to each subsequent Cliquet Observation Date, the Valuation Price of the Underlying Asset in respect of the immediately preceding Cliquet Observation Date.
- **"Global Floor Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Local Cap"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Local Floor"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Participation_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.22 **Call (with rainbow feature) – Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Call (with rainbow feature) – Basket', then this General Condition 12.20 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Security shall be calculated in respect of the final Interest Valuation Date in each Basket Observation Period and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

Calculation Amount $\times$ Max(Participation_(Interest) $\times$ Basket Payoff, Global Floor Percentage)

- (ii) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

Calculation Amount $\times$ Min(Cap_(Interest), Max(Participation_(Interest) $\times$ Basket Payoff, Global Floor Percentage))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Asset Performance Rank**" means, in relation to an Underlying Asset and an Interest Valuation Date, an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Call Asset Performance, such that the Underlying Asset with the highest Call Asset Performance is assigned an Asset Performance Rank of '1' and the Underlying Asset with the lowest Call Asset Performance is assigned an Asset Performance Rank of 'n' (as defined below). In the event that more than one Underlying Asset has the same Call Asset Performance, the Determination Agent shall select the Asset Performance Rank to assign to such Underlying Assets.
- "**Basket Observation Period**" means, in respect of an Interest Payment Date, the period from (but excluding) the immediately preceding Interest Payment Date to (and including) the relevant Interest Payment Date except for the first Basket Observation Period which shall commence on (but exclude) the Initial Valuation Date and end on (and include) the first Interest Payment Date.
- "**Basket Payoff**" means, in relation to a Basket Observation Period, the sum of each Rainbow Basket Performance calculated in respect of each Interest Valuation Date in such Basket Observation Period.
- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$"IVP" / "IP" - "1"$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Cap_(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Global Floor Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Interest Payment Date**" means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- "**Interest Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**n**" means the total number of Underlying Assets.
- "**Participation_(Interest)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Rainbow Basket Performance**" means, in relation to an Interest Valuation Date, the sum of each Rainbow Weighted Asset Performance.
- "**Rainbow Weighted Asset Performance**" means, in relation to an Interest Valuation Date and an Underlying Asset with an Asset Performance Rank equal to i:

$$\text{Weight}(i) \times \text{Call Asset Performance}$$

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weight(i)"** means the percentage specified as such in the Issue Terms corresponding to row i of Asset Performance Rank(i).

12.23 Locally Capped Basket

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Locally Capped Basket', then this General Condition 12.21 will apply on such Interest Valuation Date.

(b) Interest Amount

The **"Interest Amount"** per Security shall be calculated in respect of the final Interest Valuation Date in each Basket Observation Period and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

Calculation Amount $\times$ Max(Participation_(Interest) $\times$ Call Basket Payoff, Global Floor Percentage)

- (ii) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

Calculation Amount $\times$ Min(Cap_(Interest), Max(Participation_(Interest) $\times$ Call Basket Payoff, Global Floor Percentage))

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- **"Basket Observation Period"** means, in respect of an Interest Payment Date, the period from (but excluding) the immediately preceding Interest Payment Date to (and including) the Interest Payment Date except for the first Basket Observation Period which shall commence on (but exclude) the Initial Valuation Date and end on (and include) the first Interest Payment Date.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Call Asset Performance"** means, in relation to an Underlying Asset and an Interest Valuation Date:

$$"IVP" / "IP" - "1"$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- **"Call Basket Payoff"** means, in relation to a Basket Observation Period, the sum of each Call Basket Performance calculated in respect of each Interest Valuation Date in such Basket Observation Period.

- **"Call Basket Performance"** means, in relation to an Interest Valuation Date, the sum of each Weighted Call Asset Performance.
- **"Cap_(Interest)"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Global Floor Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Local Cap"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Local Floor"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Participation_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weight"** means, in relation to an Underlying Asset, the percentage as specified in the Issue Terms.
- **"Weighted Call Asset Performance"** means, in relation to an Underlying Asset and an Interest Valuation Date:

Weight $\times$ Call Asset Performance

12.24 **Jade – Basket**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Jade – Basket', then this General Condition 12.22 will apply on such Interest Valuation Date.

(b) **Interest Amount**

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

$$\text{Calculation Amount} \times \text{Max}(\text{Jade Basket Performance, Global Floor Percentage})$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Call Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:

$$"IVP" / "IP" - "1"$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- "**Global Floor Percentage**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Interest Barrier**" means, in respect of an Underlying Asset and Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial Price_(Interest) of such Underlying Asset.
- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- "**Interest Payment Date**" means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject

to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or

- (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- "**Interest Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Jade Basket Performance**" means, in relation an Interest Valuation Date, the sum of each Jade Weighted Asset Performance.
- "**Jade Weighted Asset Performance**" means, in relation to an Underlying Asset and an Interest Valuation Date:
 - (i) if $IVP \geq \text{Interest Barrier}$, then:

Replacement Performance/n
 - (ii) otherwise:

Call Asset Performance/n
- "**Local Cap**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Local Floor**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**n**" means the total number of Underlying Assets.
- "**Replacement Performance**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

12.25 Temple – Basket

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Temple – Basket', then this General Condition 12.23 will apply on such Interest Valuation Date.

(b) Interest Amount

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

$$\begin{aligned} &\text{Calculation Amount} \\ &\times \text{Max}(\text{Temple Basket Performance, Global Floor Percentage}) \end{aligned}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Asset Performance Rank"** means, in relation to an Underlying Asset and an Interest Valuation Date, an integer corresponding to the position of the Underlying Asset after ranking the Underlying Assets in order of their Call Asset Performance, such that the Underlying Asset with the highest Call Asset Performance is assigned an Asset Performance Rank of '1' and the Underlying Asset with the lowest Call Asset Performance is assigned an Asset Performance Rank of 'n' (as defined below). In the event that more than one Underlying Asset has the same Call Asset Performance, the Determination Agent shall select the Asset Performance Rank to assign to such Underlying Assets.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Call Asset Performance"** means, in relation to an Underlying Asset and an Interest Valuation Date:

$$"IVP" / "IP" - "1"$$

subject to a minimum of the Local Floor if applicable and further subject to a maximum of the Local Cap if applicable.

- **"Global Floor Percentage"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"j"** means the integer as specified in the Issue Terms.
- **"Local Cap"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.

- **"Local Floor"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"n"** means the total number of Underlying Assets.
- **"Replacement Performance"** means the percentage as specified in Issue Terms.
- **"Temple Basket Performance"** means, in relation to the relevant Interest Valuation Date, the sum of each Temple Weighted Asset Performance.
- **"Temple Weighted Asset Performance"** means, in relation to an Interest Valuation Date:
 - (i) in relation to an Underlying Asset with an Asset Performance Rank of 1 to j:

$$\text{Replacement Performance}/n$$
 - (ii) in relation to an Underlying Asset with an Asset Performance Rank of j+1 to n:

$$\text{Call Asset Performance}/n$$
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.26 Fixed Rate (FX)

(a) Interest Type and application

In relation to an Interest Payment Date where the Issue Terms specifies 'Interest Type' to be 'Fixed Rate (FX)', then this General Condition 12.24 will apply to the Securities on such Interest Payment Date.

(b) Rate of interest and when paid

Each Security bears interest from (and including) the Interest Commencement Date at the Fixed Interest Rate (FX) specified in the Issue Terms as applying to the Interest Payment Date corresponding to the end of the relevant Interest Calculation Period. Interest (if any) will be payable at the end of each such period on such Interest Payment Date.

(c) Interest Amount

The **"Interest Amount"** payable in respect of each Security on any Interest Payment Date shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent by applying the relevant Fixed Interest Rate (FX) to the Calculation Amount, and then multiplying such amount by the applicable Day Count Fraction and, in the case of Securities having a Settlement Currency that is different from the Issue Currency, converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 12.24 have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Day Count Fraction"** means the fraction equal to the number of days of the relevant Interest Calculation Period divided by the number of days of the year, in each case determined in accordance with the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.
- **"Fixed Interest Rate (FX)"** means the percentage rate of interest per annum for the relevant Interest Payment Date as set out in the Issue Terms.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Commencement Date"** means the date specified as such in the Issue Terms.
- **"Interest Payment Date"** means each date specified as such in the Issue Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).
- **"Interest Period End Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.27 **Conditional (FX)**

(a) **Application**

In relation to an Interest Payment Date where the Issue Terms specifies 'Interest Type' to be 'Conditional (FX)', then this General Condition 12.25 will apply to the Securities on such Interest Payment Date.

(b) **Accrual of interest and when paid**

Each Security bears interest from (and including) the Interest Commencement Date as specified below.

Interest will be payable on each Interest Payment Date for which the corresponding Interest Condition has been satisfied.

If the Interest Condition is not satisfied in respect of an Interest Payment Date, no amount of interest will be payable on that Interest Payment Date.

(c) **Interest Amount**

The "**Interest Amount**" payable in respect of each Security on any Interest Payment Date for which the Interest Condition is satisfied shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent as follows:

$$\text{Conditional Interest Rate} \times \text{Calculation Amount}$$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX). If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 12.25 have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Conditional Interest Rate**" means, in respect of an Interest Payment Date, the percentage specified as such in the Issue Terms.
- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Interest Barrier (FX)**" means, in respect of an Interest Payment Date, the level specified as such in the Issue Terms.
- "**Interest Commencement Date**" means the date specified as such in the Issue Terms.
- "**Interest Condition**" means (and shall be considered to have been satisfied if), in respect of an Interest Payment Date, where the Issue Terms specifies the 'Interest Condition Type' for such Interest Payment Date to be:
 - (i) 'Digital', the FX Performance on the Observation Date (FX) corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or
 - (ii) 'One Touch – Discrete', the FX Performance on any Observation Date (FX) in the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or

- (iii) 'One Touch – Continuous', the FX Performance at any time on any weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or
 - (iv) 'No Touch – Discrete', the FX Performance on every Observation Date (FX) in the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX); or
 - (v) 'No Touch – Continuous', the FX Performance at all times on each weekday (observed continuously from 5:00 a.m. Sydney time on a Monday in any week to 5:00 p.m. New York time on the Friday of that week) during the Interest Observation Period corresponding to such Interest Payment Date is greater than or equal to the Interest Barrier (FX).
- **"Interest Observation Period"** means, in respect of each Interest Payment Date, the period specified as such in the Issue Terms.
 - **"Interest Payment Date"** means each date specified as such in the Issue Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).
 - **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
 - **"Observation Date(s) (FX)"** means, in respect of an Interest Payment Date, each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
 - **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.28 Participation (FX)

(a) Application

In relation to an Interest Payment Date where the Issue Terms specifies 'Interest Type' to be 'Participation (FX)', then this General Condition 12.28 will apply to the Securities on such Interest Payment Date.

(b) Accrual of interest and when paid

Each Security bears interest from (and including) the Interest Commencement Date as specified below. Interest will be payable on each Interest Payment Date.

(c) Interest Amount

The **"Interest Amount"** payable in respect of each Security on any Interest Payment Date shall be a cash amount in the Settlement Currency per Calculation Amount calculated by the Determination Agent as follows:

- (i) if the Issue Terms specifies 'Capped Participation' to be 'Not Applicable':

$CA \times \text{Participation}_{(\text{Interest})} \times \text{Max}(0, \text{FX Performance}(p) + \text{Upside Strike Shift})$; or

- (ii) if the Issue Terms specifies 'Capped Participation' to be 'Applicable':

$$CA \times \text{Participation}_{(\text{Interest})} \times \text{Max}(0, \text{Min}(\text{Cap (FX)}, \text{FX Performance(p)} + \text{Upside Strike Shift}))$$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX). If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(d) **Relevant defined terms**

The following terms as used in this General Condition 12.26 have the following meanings:

- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap (FX)"** means, in respect of an Interest Payment Date, the percentage as specified in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX Performance(p)"** means, in respect of each Interest Payment Date, the FX Performance at the Valuation Time (FX) on the Observation Date(s) (FX) corresponding to such Interest Payment Date.
- **"Interest Commencement Date"** means the date specified as such in the Issue Terms.
- **"Interest Payment Date"** means each date specified as such in the Issue Terms, subject to adjustment in accordance with the relevant Business Day Convention (if applicable).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Observation Date(s) (FX)"** means, in respect of an Interest Payment Date, each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Participation_(Interest)"** means, in respect of an Interest Payment Date, the amount specified as such in the Issue Terms.

- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Upside Strike Shift"** means, in respect of an Interest Payment Date, the amount specified as such in the Issue Terms.

12.29 **Snowball (bearish)**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Snowball (bearish)', then this General Condition 12.27 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated in respect of such Interest Valuation Date as follows:

$$N \times \text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in respect of an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Valuation Date, the Initial Price_(Interest) of such Underlying Asset multiplied by the Interest Barrier Percentage applicable in respect of such Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date:

- (A) if the Issue Terms further specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Interest Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or below the corresponding Interest Barrier;
 - (B) if the Issue Terms further specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Interest Valuation Price of any Underlying Asset in respect of such Interest Valuation Date is at or below its corresponding Interest Barrier; or
 - (C) if the Issue Terms further specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date is at or below the corresponding Interest Barrier.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"N"** means the integer corresponding to the relevant Interest Valuation Date as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weighted Modified Asset Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.30 Snowball (bullish)

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Snowball (bullish)', then this General Condition 12.30 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated in respect of such Interest Valuation Date as follows:

$$N \times \text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Fixed Interest Rate**" means, in respect of an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- "**Interest Barrier**" means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Valuation Date, the Initial Price_(Interest) of such Underlying Asset multiplied by (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.
- "**Interest Barrier Percentage**" means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.

- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Interest Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Interest Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date is at or above the corresponding Interest Barrier.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Valuation Price"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Interest Valuation Price of such Underlying Asset observed in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of

an Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Valuation Price in respect of such Underlying Asset and Interest Valuation Date; or

(ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.

- "N" means the integer corresponding to the relevant Interest Valuation Date as specified in the Issue Terms.
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weighted Modified Asset Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.31 **Phoenix without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix without memory', then this General Condition 12.28 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

(i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

(ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

(i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or

- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Final Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Final Valuation Price"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means, in respect of an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', 'Worst-of' or 'Worst-of Memorizer', in respect of an Underlying Asset and an Interest Valuation Date, the Initial Price_(Interest) of such Underlying Asset multiplied by (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date:

- (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Interest Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Interest Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of Memorizer', the Interest Valuation Price of each Underlying Asset is either (A) in respect of the relevant Interest Valuation Date, at or above its corresponding Interest Barrier; or (B) in respect of any Interest Valuation Date preceding the relevant Interest Valuation Date, at or above its Interest Barrier corresponding to such previous Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date is at or above the corresponding Interest Barrier.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Valuation Price"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Interest Valuation Price of such Underlying Asset observed in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.

- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Valuation Price in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weighted Modified Asset Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.32 **Phoenix with memory – with Flexible Fixed Interest**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix with memory' – with Flexible Fixed Interest', then this General Condition 12.29 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{CA}] + \text{Sum of Unpaid Prior – Period Interests}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** or **"CA"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', 'Worst-of' or 'Worst-of Memorizer', in respect of an Underlying Asset and an Interest Valuation Date, the Initial Price_(Interest) of such Underlying Asset multiplied by (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date:

- (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Interest Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Interest Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of Memorizer', the Interest Valuation Price of each Underlying Asset is either (A) in respect of the relevant Interest Valuation Date, at or above its corresponding Interest Barrier; or (B) in respect of any Interest Valuation Date preceding the relevant Interest Valuation Date, at or above its Interest Barrier corresponding to such previous Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date is at or above the corresponding Interest Barrier.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Valuation Price"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Interest Valuation Price of such Underlying Asset observed in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.

- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of' or 'Worst-of Memorizer', in respect of an Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Valuation Price in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.
- **"Sum of Unpaid Prior-Period Interests"** means, in respect of an Interest Payment Date (X), the sum of the unpaid Interest Amount that would have been payable on each preceding Interest Payment Date had the Interest Payment Condition been satisfied in respect of its corresponding Interest Valuation Date. For the avoidance of doubt, if any positive Interest Amount has been paid on any preceding Interest Payment Date (Y), the Interest Amount paid on such preceding Interest Payment Date (Y) and the unpaid Interest Amount that would have been payable on each preceding Interest Payment Date prior to such Interest Payment Date (Y) shall be excluded from the calculation of the Sum of Unpaid Prior-Period Interest in respect of Interest Payment Date (X).
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Weighted Modified Asset Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.33 **Phoenix with memory – with Single Fixed Interest**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix with memory – with Single Fixed Interest', then this General Condition 12.30 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied in respect of the relevant Interest Valuation Date, the "Interest Amount" per

Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$[\text{Fixed Interest Rate} \times \text{CA}] + [\text{Y} \times \text{Fixed Interest Rate} \times \text{CA}]$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', 'Worst-of' or 'Worst-of Memorizer', in respect of an Underlying Asset and an Interest Valuation Date, the Initial Price_(Interest) of such Underlying Asset multiplied by (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, (x) if Magnetic Coupon Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Interest Valuation Date if Magnetic Coupon Barrier is specified as 'Applicable' in the Issue Terms, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date or (y) if Magnetic Coupon Barrier is

specified as 'Applicable' in the Issue Terms and such Interest Valuation Date falls after the first Interest Valuation Date, the Magnetic Barrier Multiplier in respect of such Interest Valuation Date.

- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Interest Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is at or above the corresponding Interest Barrier;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Interest Valuation Price of every Underlying Asset in respect of such Interest Valuation Date is at or above its corresponding Interest Barrier;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of Memorizer', the Interest Valuation Price of each Underlying Asset is either (A) in respect of the relevant Interest Valuation Date, at or above its corresponding Interest Barrier; or (B) in respect of any Interest Valuation Date preceding the relevant Interest Valuation Date, at or above its Interest Barrier corresponding to such previous Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date is at or above the corresponding Interest Barrier.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Lowest Valuation Price"** means, in respect of an Underlying Asset and an Interest Valuation Date, the minimum Interest Valuation Price of such Underlying Asset observed in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Lowest Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Interest Valuation Date occurring prior to such Interest Valuation Date.
- **"Magnetic Barrier Floor Percentage"** means the percentage specified as such in the Issue Terms.
- **"Magnetic Barrier Multiplier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of' or 'Worst-of Memorizer', in respect of an Underlying Asset and an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Valuation Price in respect of such Underlying Asset and Interest Valuation Date; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the lesser of (x) the Interest Barrier Percentage applicable in respect of such Interest Valuation Date and (y) the Lowest Weighted Modified Asset Performance in respect of such Interest Valuation Date.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset and such Interest Valuation Date.
- **"Weighted Modified Asset Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

12.34 **Phoenix One Touch – Daily without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix One Touch – Daily without memory', then this

General Condition 12.31 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Fixed Interest Rate**" means the percentage specified as such in the Issue Terms.
- "**Interest Barrier**" means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type'_(Interest) to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type'_(Interest) to be 'Basket', in respect of an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the sum of the Weighted Asset Performance_(Interest) in respect of each Underlying Asset as of the Initial Valuation Date.

- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Interest Performance in respect of each Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.35 **Phoenix One Touch – Daily with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix One Touch – Daily with memory', then this

General Condition 12.32 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\begin{aligned} &[\text{Fixed Interest Rate} \times \text{Calculation Amount}] \\ &+ [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}] \end{aligned}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Fixed Interest Rate**" means the percentage specified as such in the Issue Terms.
- "**Interest Barrier**" means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in relation to an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the sum of the Weighted Asset Performance_(Interest) in respect of each Underlying Asset as of the Initial Valuation Date.

- **"Interest Barrier Percentage"** means in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Interest Performance in respect of each Underlying Asset is at or above the corresponding Interest Barrier in respect of any Observation Date during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix One Touch – Continuous without memory', then this General Condition 12.33 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Determination Agent determines that the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Fixed Interest Rate**" means the percentage specified as such in the Issue Terms.
- "**Interest Barrier**" means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price(Interest) of such Underlying Asset.
- "**Interest Barrier Percentage**" means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- "**Interest Observation Period**" has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.37 **Phoenix One Touch – Continuous with memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix One Touch – Continuous with memory', then this General Condition 12.34 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Determination Agent determines that the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\begin{aligned} & [\text{Fixed Interest Rate} \times \text{Calculation Amount}] \\ & + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}] \end{aligned}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset.
- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at any time in respect of any Observation Date during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:

- (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- "**Interest Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
 - "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).
 - "**Y**" means the number of previous Interest Valuation Dates in respect of which no interest was payable (after which interest shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

12.38 Phoenix Constant Touch – Daily without memory

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix Constant Touch – Daily without memory', then this General Condition 12.35 will apply to the Securities on such Interest Valuation Date.

(b) Interest Amount

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise, no interest is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Payment of the Interest Amount

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or

- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the sum of the Weighted Asset Performance_(Interest) in respect of each Underlying Asset as of the Initial Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of each Observation Date during such Interest Observation Period;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of each Observation Date during such Interest Observation Period; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Interest Performance in respect of each Underlying Asset is at or above the corresponding Interest Barrier in respect of each Scheduled Trading Day during such Interest Observation Period.

- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.39 Phoenix Constant Touch – Daily with memory

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix Constant Touch – Daily with memory', then this General Condition 12.36 will apply to the Securities on such Interest Valuation Date.

(b) Interest Amount

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\begin{aligned} & [\text{Fixed Interest Rate} \times \text{Calculation Amount}] \\ & + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}] \end{aligned}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Payment of the Interest Amount

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or

- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset' or 'Worst-of', in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price(Interest) of such Underlying Asset; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', in respect of an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the sum of the Weighted Asset Performance_(Interest) in respect of each Underlying Asset as of the Initial Valuation Date.
- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the Valuation Price of the Underlying Asset is at or above the corresponding Interest Barrier in respect of each Observation Date during such Interest Observation Period;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the Valuation Price of every Underlying Asset is at or above its corresponding Interest Barrier in respect of each Observation Date during such Interest Observation Period; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', the sum of the Interest Performance in respect of each Underlying Asset is at or above the corresponding Interest Barrier in respect of each Scheduled Trading Day during such Interest Observation Period.

- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

12.40 **Phoenix Constant Touch – Continuous without memory**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix Constant Touch – Continuous without memory', then this General Condition 12.37 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset.
- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date and an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at all times in respect of each Scheduled Trading Day during such Interest Observation Period; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at all times in respect of each Scheduled Trading Day during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);

- (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
- (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- "**Interest Valuation Date**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

12.41 **Phoenix Constant Touch – Continuous with memory**

(a) **Interest Type and Application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Phoenix Constant Touch – Continuous with memory', then this General Condition 12.38 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If the Interest Payment Condition is satisfied during the Interest Observation Period ending on the relevant Interest Valuation Date, the "**Interest Amount**" per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

$$\begin{aligned} & [\text{Fixed Interest Rate} \times \text{Calculation Amount}] \\ & + [Y \times \text{Fixed Interest Rate} \times \text{Calculation Amount}] \end{aligned}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Payment of the Interest Amount**

Any Interest Amount payable with respect to an Interest Valuation Date shall be paid:

- (i) if 'Actual Settlement Date' is not specified in the Issue Terms, on the corresponding Interest Payment Date, which is a date that will be specified in the Issue Terms; or
- (ii) if the Issue Terms specifies the 'Interest Payment Date' to be 'Actual Settlement Date', on the earlier to occur of the Scheduled Settlement Date, the Optional Cash Settlement Date, the Nominal Call Event Settlement Date, the Early Cash Settlement Date or the Autocall Settlement Date.

(d) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Barrier"** means, in respect of an Underlying Asset and an Interest Observation Period ending on an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Observation Period multiplied by the Initial Price_(Interest) of such Underlying Asset.
- **"Interest Barrier Percentage"** means, in relation to an Interest Observation Period ending on an Interest Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Interest Observation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Condition"** means, in respect of an Interest Valuation Date and an Interest Observation Period ending on an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', the market price or level of the Underlying Asset is at or above the corresponding Interest Barrier at all times in respect of each Scheduled Trading Day during such Interest Observation Period; or
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', the market price or level of every Underlying Asset is at or above its corresponding Interest Barrier at all times in respect of each Scheduled Trading Day during such Interest Observation Period.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Y"** means the number of previous Interest Valuation Dates in respect of which no interest or coupon was payable (after which interest or a coupon shall be considered to have been payable in respect of such previous Interest Valuation Date(s)).

12.42 **Knock-out**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Knock-out', then this General Condition 12.39 will apply to the Securities on such Interest Valuation Date.

(b) **Interest Amount**

- (i) If a Knock-out has not occurred in relation to the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable with respect to the related Interest Valuation Date shall be calculated as follows:

$$\text{Fixed Interest Rate} \times \text{Calculation Amount}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

For the purposes of this General Condition 12.39, the following terms as used above have the following meanings (and any other defined terms shall have the meaning set out in General Condition 43.1 (*Definitions*)):

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Fixed Interest Rate"** means the percentage specified as such in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with

Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-out"** means, in respect of an Interest Valuation Date:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset':
 - (A) if the Issue Terms specifies the 'Knock-out Type' to be 'American Daily', the Valuation Price of the Underlying Asset is less than the Knock-out Barrier on any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date;
 - (B) if the Issue Terms specifies the 'Knock-out Type' to be 'American Continuous', the market price, level or net asset value of the Underlying Asset is less than the Knock-out Barrier at any time in respect of any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date; or
 - (C) if the Issue Terms specifies the 'Knock-out Type' to be 'European (Final)', the Valuation Price of the Underlying Asset in respect of such Interest Valuation Date is less than the Knock-out Barrier.
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of':
 - (A) if the Issue Terms specifies the 'Knock-out Type' to be 'American Daily', the Valuation Price of any Underlying Asset is less than its Knock-out Barrier on any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date;
 - (B) if the Issue Terms specifies the 'Knock-out Type' to be 'American Continuous', the market price, level or net asset value of any Underlying Asset is less than its Knock-out Barrier at any time in respect of any Scheduled Trading Day from (but excluding) the Initial Valuation Date to (and including) such Interest Valuation Date; or
 - (C) if the Issue Terms specifies the 'Knock-out Type' to be 'European (Final)', the Valuation Price of any Underlying Asset in respect of such Interest Valuation Date is less than its Knock-out Barrier.
- **"Knock-out Barrier"** means, in respect of an Underlying Asset, the Knock-out Barrier Percentage multiplied by the Initial Price of such Underlying Asset.
- **"Knock-out Barrier Percentage"** means the percentage specified as such in the Issue Terms.

- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

12.43 **Snowball with upside**

(a) **Interest Type and application**

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Snowball with upside', then this General Condition 12.40 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) **Interest Amount**

- (i) If the Interest Condition is satisfied in respect of the relevant Interest Valuation Date, the **"Interest Amount"** per Calculation Amount payable on the related Interest Payment Date shall be calculated as follows:

- (A) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

$$CA \times \text{Max}\{\text{Floor}_{(Interest)}, [P_{(I)} \times (MP - SPP_{(Interest)})]\}$$

- (B) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

$$CA \times \text{Max}\{\text{Floor}_{(Interest)}, \text{Min}(\text{Cap}_{(Interest)}, [P_{(I)} \times (MP - SPP_{(Interest)})])\}$$

- (ii) Otherwise, no interest amount is payable on such Interest Payment Date.

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

For the purposes of this General Condition 12.40, the following terms as used above have the following meanings:

- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Interest)"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Fixed Interest Rate"** means, in respect of an Interest Valuation Date, the percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Floor_(Interest)"** means, in relation to an Interest Valuation Date, if applicable:
 - (i) if the Issue Terms specifies the 'Floor_(Interest)' to be 'FIR Floor' in relation to an Interest Valuation Date, then, in respect of such Interest Valuation Date:

$N \times \text{Fixed Interest Rate}$

- (ii) otherwise, such percentage as specified in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Condition"** means, in relation to an Interest Valuation Date, the Modified Performance is at or above the corresponding Interest Barrier Percentage.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the

Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or

- (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date.
- "N" means, in relation to an Interest Valuation Date, the number of Interest Valuation Dates falling in the period prior to and including such Interest Valuation Date. For example, if there are four Interest Valuation Dates, in relation to (i) the first Interest Valuation Date, N = 1 and (ii) the fourth Interest Valuation Date, N = 4.
- "P_(I)" or "Participation_(Interest)" means the percentage as specified in the Issue Terms.
- "SPP_(Interest)" or "Strike Price Percentage_(Interest)" means the percentage as specified in the Issue Terms.

12.44 Strip of annualised calls with possibility for cap

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Strip of annualised calls with possibility for cap', then this General Condition 12.41 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Best-of', 'Single Asset', 'Worst-of' or 'Rainbow Basket' as specified in the Issue Terms.

(b) Interest Amount

The "Interest Amount" per Calculation Amount shall be calculated in respect of the relevant Interest Valuation Date and payable on the related Interest Payment Date shall be calculated as follows:

- (i) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

$$CA \times \text{Max} \left\{ \text{Floor}_{(\text{Interest})}, \left[P_{(I)} \times \left(\frac{1}{N} \right) \times (MP - SPP_{(\text{Interest})}) \right] \right\}$$

- (ii) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

$$CA \times \text{Max} \left\{ \text{Floor}_{(\text{Interest})}, \text{Min} \left(\text{Cap}_{(\text{Interest})}, \left[P_{(I)} \times \left(\frac{1}{N} \right) \times (MP - SPP_{(\text{Interest})}) \right] \right) \right\}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

For the purposes of this General Condition 12.41, the following terms as used above have the following meanings:

- **"CA" or "Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Interest)"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Floor_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest

Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

- (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date; or
 - (v) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date.
- "N" means, in relation to an Interest Valuation Date, the number as specified in the Issue Terms in respect of such Interest Valuation Date, or, if none is specified in the Issue Terms, the number of Interest Valuation Dates falling in the period prior to and including such Interest Valuation Date (for example, if there are four Interest Valuation Dates, in relation to (i) the first Interest Valuation Date, N = 1 and (ii) the fourth Interest Valuation Date, N = 4).
 - "P_(i)" or "Participation_(Interest)" means the percentage as specified in the Issue Terms.
 - "SPP_(Interest)" or "Strike Price Percentage_(Interest)" means the percentage as specified in the Issue Terms.

12.45 Digital plus Call

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Digital plus Call', then this General Condition 12.42 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Issue Terms.

(b) Interest Amount

The "Interest Amount" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if a Digital Down Trigger Event has not occurred and:
 - (A) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

$$CA \times \{ \text{Fixed Interest Rate} + \text{Max}[0\%, P_{(Interest)} \times (MP - SPP_{(Interest)})] \}$$
 - (B) if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable':

$$CA \times \{ \text{Fixed Interest Rate} \\ + \text{Max}(0\%, \text{Min}[\text{Cap}_{(\text{Interest})}, P_{(\text{Interest})} \times (\text{MP} \\ - \text{SPP}_{(\text{Interest})})]) \}$$

(ii) otherwise:

$$\text{Global Floor Percentage} \times \text{Calculation Amount}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- "CA" or "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap_(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- "**Digital Down Trigger Event**" means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or
 - (B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Underlying Asset at any time in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier.

OR

- (ii) if 'Worst-of' is specified in the Issue Terms as the 'Underlying Performance Type_(Interest)', then:
 - (A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or
 - (B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger

Event shall be deemed to have occurred if the market price or level of any Underlying Asset, at any time in respect of any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iii) if 'Best-of' is specified in the Issue Terms as the 'Underlying Performance Type_(Interest)', then:

(A) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Daily' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier; or

(B) if the Issue Terms specifies the 'Interest Trigger Event Type' to be 'Continuous' in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the market price or level of the Best Performing Underlying Asset, at any time in respect of any Observation Date corresponding to such Interest Valuation Date, is below the relevant Interest Barrier.

OR

(iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Interest Performance in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

OR

(v) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, a Digital Down Trigger Event shall be deemed to have occurred if the Rainbow Basket Interest Performance in respect of any Observation Date corresponding to such Interest Valuation Date is below the relevant Interest Barrier Percentage.

- **"Fixed Interest Rate"** means, in relation to an Interest Valuation Date, the percentage as specified in respect of such Interest Valuation Date in the Issue Terms.
- **"Global Floor Percentage "** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Interest Barrier"** means, in respect of an Underlying Asset and an Interest Valuation Date, the Interest Barrier Percentage applicable in respect of such Interest Valuation Date multiplied by the Initial Price_(Interest) of such Underlying Asset.

- **"Interest Barrier Percentage"** means, in relation to an Interest Valuation Date, the relevant percentage specified as such in respect of such Interest Valuation Date in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the sole Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date;
 - (iii) if the Issue Terms specifies 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by the Initial Price_(Interest), each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date;

- (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest Valuation Date, the sum of the Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date; or
- (v) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket as calculated in respect of such Interest Valuation Date.
- "**P_(Interest)**" or "**Participation_(Interest)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**SPP_(Interest)**" or "**Strike Price Percentage_(Interest)**" means the percentage as specified in the Issue Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

12.46 Strip of forward striking calls

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Strip of forward striking calls', then this General Condition 12.43 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Issue Terms.

(b) Interest Amount

The "**Interest Amount**" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

- (i) if the Issue Terms specifies 'Cap_(Interest)' to be 'Not Applicable':

$$CA \times \text{Max}[\text{Floor}_{(\text{Interest})}, P_{(\text{Interest})} \times (MP - SPP_{(\text{Interest})})]$$

- (ii) otherwise, if the Issue Terms specifies 'Cap_(Interest)' to be 'Applicable'

$$CA \times \text{Max}(\text{Floor}_{(\text{Interest})}, \text{Min}[\text{Cap}_{(\text{Interest})}, P_{(\text{Interest})} \times (MP - SPP_{(\text{Interest})})])$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap_(Interest)**" means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.

- **"Floor_(Interest)"** means, in relation to an Interest Valuation Date, if applicable, the percentage as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).
- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"MP" or "Modified Performance"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Single Asset', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the sole Underlying Asset;
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Worst-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the Worst Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Best-of', then, in relation to an Interest Valuation Date, the Interest Valuation Price divided by $IVP_{(i-1)}$, each in relation to the Best Performing Underlying Asset as calculated in respect of such Interest Valuation Date; or
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Basket', then, in relation to an Interest

Valuation Date, the sum of the Reset Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket; or

- (v) if the Issue Terms specifies the 'Underlying Performance Type_(Interest)' to be 'Rainbow Basket', then, in relation to an Interest Valuation Date, the sum of the Reset Rainbow Weighted Modified Asset Performance in respect of each Underlying Asset in the Basket.
- "**P_(Interest)**" or "**Participation_(Interest)**" means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- "**Reset Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, $\text{Weight} \times (\text{IVP}/\text{IVP}_{(i-1)})$.
- "**Reset Rainbow Weighted Modified Asset Performance**" means, in relation to an Underlying Asset and Interest Valuation Date, $\text{Rainbow Weight}(i) \times (\text{IVP}/\text{IVP}_{(i-1)})$.
- "**SPP_(Interest)**" or "**Strike Price Percentage_(Interest)**" means the percentage as specified in the Issue Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

12.47 Drop Back

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Drop Back', then this General Condition 12.44 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Single Asset' or 'Worst-of' as specified in the Issue Terms.

(b) Interest Amount

The "Interest Amount" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount shall be calculated as follows:

$$\text{CA} \times (\text{Cash Allocation Interest Rate} + \text{Reinvestment Allocation Interest Rate})$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- "**CA**" or "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cash Allocation_(t)**" means the Cash Allocation_(t) at the end of the relevant Interest Calculation Period_(t), expressed as Cash Allocation_(t-1) minus the sum of Reinvestment Allocation_(t) that has been invested into the Underlying Asset due to a Reinvestment Trigger Event_(t) occurring on or after the Interest Period Start Date_(t) but before Interest Period End Date_(t).

- **"Cash Allocation_(t=0)"** means the Initial Cash Allocation.
- **"Cash Allocation_(t-1)"** means, in respect of the relevant Interest Calculation Period, Cash Allocation (t) in respect of the immediately preceding Interest Calculation Period (or, if none, Cash Allocation_(t=0)).
- **"Cash Allocation Day Count Fraction" or "CADCF"** is the number of calendar days from but excluding the relevant Interest Period Start Date_(t) to and including the relevant Interest Period End Date_(t), divided by 365.
- **"Cash Allocation Interest Rate"** means a rate determined in accordance with the following formula:

$$\text{Cash Allocation}_{(t)} \times \text{Interest Rate} \times \text{CADCF}$$

- **"Initial Cash Allocation"** has the meaning given to it in General Condition 15.27(c) below.
- **"Interest Commencement Date"** means the date specified as such in the Issue Terms.
- **"Interest Calculation Period"** means the period beginning on (but excluding) the Interest Commencement Date and ending on (and including) the next succeeding Interest Period End Date and each successive period beginning on (but excluding) an Interest Period End Date and ending on (and including) the next succeeding Interest Period End Date, provided that if the Securities are to be redeemed prior to the Scheduled Settlement Date and prior to an Interest Period End Date then the final Interest Calculation Period shall end on (and include) the early redemption date.
- **"Interest Determination Date"** has the meaning given to it in General Condition 12.5(e) (*Floating - Relevant defined terms*).
- **"Interest Period End Date"** has the meaning given to it in the Floating Rate Conditions.
- **"Interest Period Start Date"** means, with respect to a relevant Interest Calculation Period, the Interest Period End Date of the preceding Interest Calculation Period.
- **"Interest Rate"** means the percentage rate of interest per annum specified as such in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - (i) each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - (ii) each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or
 - (iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- **"Reinvestment Allocation"** has the meaning given to it in the relevant limb of General Condition 15.27(c) below.
- **"Reinvestment Allocation_(i)"** has the meaning given to it in General Condition 15.27(c) below.
- **"Reinvestment Allocation Interest Rate"** means a rate determined in accordance with the following formula:

$$\sum_{i=1}^x \text{Reinvestment Allocation}_{(i)} \times \text{Interest Rate} \times \text{RDCF}_{(i)}$$
- **"Reinvestment Day Count Fraction_(i)"** or **"RDCF_(i)"** is the number of calendar days from but excluding the relevant Interest Period Start Date(t) to and including the relevant Reinvestment Date_(i), divided by 365.
- **"Reinvestment Date_(i)"** has the meaning given to it in General Condition 15.27(c) below.
- **"Reinvestment Trigger Event_(i)"** has the meaning given to it in the relevant limb of General Condition 15.27(c) below.
- **"x"** means the number of Reinvestment Dates_(i). The value of x shall increase by one (1) every time a Reinvestment Trigger Event occurs, even if two or more Reinvestment Trigger Events occur on a single date.

12.48 Ladder Call

(a) Interest Type and application

In relation to an Interest Valuation Date where the Issue Terms specifies 'Interest Type' to be 'Ladder Call', then this General Condition 12.45 will apply to the Securities on such Interest Valuation Date. The Underlying Performance Type_(Interest) shall be 'Basket', 'Single Asset' or 'Worst-of', 'Best-of' or 'Rainbow Basket' as specified in the Issue Terms.

(b) Interest Amount

The "Interest Amount" per Calculation Amount shall be calculated in respect of each Interest Valuation Date and payable on the corresponding Interest Payment Date. The Interest Amount (which may be zero) shall be calculated as follows:

- (i) if the Issue Terms specifies 'Upside FX Conversion' to be 'Not Applicable', then:

$$CA \times \text{Participation}_{(\text{Interest})} \times \text{Adjusted Ladder Payoff}$$

- (ii) if the Issue Terms specifies 'Upside FX Conversion' to be 'Applicable', then:

$$CA \times \text{Participation}_{(\text{Interest})} \times \text{Adjusted Ladder Payoff} \times \text{FX Conversion Performance}$$

The Interest Amount payable shall be subject to any redemption, purchase or cancellation of the Securities prior to the corresponding Interest Payment Date having not occurred.

(c) Relevant defined terms

The following terms as used above have the following meanings:

- **"Adjusted Ladder Payoff"** means, in respect of an Interest Valuation Date, an amount determined by the Determination Agent in respect of such Interest Valuation Date in accordance with the following formula:

$$\text{Ladder Interest Payoff} - \text{Aggregate Past Ladder Payoff}$$

For the avoidance of doubt, if the highest Recorded Ladder Performance calculated in respect of each Ladder Barrier Observation Date during the Ladder Barrier Observation Period ending on (and including) the relevant Interest Valuation Date, is not strictly higher than the highest Recorded Ladder Performance calculated in respect of each Ladder Barrier Observation Date during the Ladder Barrier Observation Period ending on (and including) the previous Interest Valuation Date, then the Adjusted Ladder Payoff in respect of the Interest Valuation Date equals zero.

- **"Aggregate Past Ladder Payoff"** means, in respect of an Interest Valuation Date, the sum of the Adjusted Ladder Payoff in respect of each Interest Valuation Date preceding such Interest Valuation Date, provided that the Aggregate Past Ladder Payoff in respect of the first Interest Valuation Date shall be equal to zero.
- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX_{Interim}"** means the FX Conversion Rate in relation to the Interim FX Date, or, if the relevant Interim FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- **"FX_{Initial}"** means the FX Conversion Rate in relation to the Initial FX Date, or, if the Initial FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- **"FX Conversion Business Day"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX Conversion Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX Conversion Rate"** has the meaning given to it in the Issue Terms.
- **"Initial FX Date"** means the date as specified in the Issue Terms.
- **"Interest Payment Date"** means, in respect of:
 - each Share Linked Security, Index Linked Security, Barclays Index Linked Security (ex Fund) and/or Hybrid Basket Linked Security (ex Fund), in relation to an Interest Valuation Date, the date as specified in the Issue Terms, subject to adjustment in accordance with the Business Day Convention (if applicable);
 - each Fund Linked Security and/or Hybrid Basket Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with the provisions of Fund Linked Condition 9 (*Adjustments to Payment Dates*); or

(iii) each Barclays Index Linked Security (inc Fund), in relation to an Interest Valuation Date, the date specified as such in the Issue Terms, subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*).

- **"Interest Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interim FX Date"** means the date as specified in the Issue Terms.
- **"Ladder Barrier Observation Date"** has the meaning given to it in General Condition 15.25 (*Ladder Call*).
- **"Ladder Barrier Observation Period"** has the meaning given to it in General Condition 15.25 (*Ladder Call*).
- **"Ladder Interest Payoff"** means, in respect of an Interest Valuation Date, the highest Recorded Ladder Performance calculated in respect of each Ladder Barrier Observation Date from, but excluding, the Initial Valuation Date to, and including, such Interest Valuation Date.
- **"Participation_(Interest)"** means, in relation to an Interest Valuation Date, the percentage as specified in the Issue Terms.
- **"Recorded Ladder Performance"** has the meaning given to it in General Condition 15.25 (*Ladder Call*).

12.49 Spread-Linked

(a) Interest Type and application

Where the Issue Terms specifies 'Interest Type' to be 'Spread-Linked Interest' this General Condition 12.46 will apply (or, where the Issue Terms specifies 'Interest Type' to be 'Spread-Linked Interest' in respect of an Interest Calculation Period, this General Condition 12.46 will apply in respect of such Interest Calculation Period).

(b) Accrual of Interest and when paid

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Spread-Linked Rate of Interest applicable for that Interest Calculation Period, as determined below, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable at the end of each Interest Calculation Period on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) Interest Amount

(i) Calculation of Interest Amount

The **"Interest Amount"** per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent as follows:

- (A) where the Issue Terms specifies the 'Range Accrual Factor' to be 'Not Applicable', by applying the Spread-Linked Rate of Interest for the corresponding Interest Calculation Period to the Calculation Amount, and then further multiplying such amount by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Spread Linked Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (B) where the Issue Terms specifies the 'Range Accrual Factor' to be 'Applicable', by applying the Spread-Linked Rate of Interest for the corresponding Interest Calculation Period to the Calculation Amount, and then multiplying such amount by the Day Count Fraction and further multiplied by the Range Accrual Factor.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Spread Linked Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction} \times \text{Range accrual Factor}$$

In the case of Securities having a Settlement Currency that is different from the Issue Currency, the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Spread-Linked Rate of Interest**

Subject to sub-paragraph (iii) (*Maximum and Minimum Interest Rates*) immediately below, the spread-linked rate of interest (the "**Spread-Linked Rate of Interest**") for an Interest Payment Date will be, as applicable:

- (A) where one Floating Rate for Spread-Linked Rate One_(t) and one Floating Rate for the Floating Rate for Spread-Linked Rate Two_(t) is specified in the Issue Terms, equal to the Spread Rate.
- (B) where a Basket of Spread Rates_j is specified in the Issue Terms, equal to the Basket Spread Rate.

(iii) **Maximum and Minimum Interest Rates**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

- (A) where:
- (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
 - (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or

- (B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate for Spread-Linked Rate One_(t) and Spread-Linked Rate Two_(t)**

The Issue Terms will specify whether the Floating Rate for each Interest Payment Date for each of Spread-Linked Rate One_(t) and Spread-Linked Rate Two_(t) (and each pair of Spread-Linked Rate One_(i,t) and Spread-Linked Rate Two_(i,t)) shall be determined by either 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index', provided that if the Issue Terms specifies (in each case either (i) generally or (ii) in relation to one or more Interest Payment Date):

- (i) 'Spread-Linked Rate One_(t) Cap' (or 'Spread-Linked Rate One_(i, t) Cap', as applicable) to be 'Applicable', then the Floating Rate for Spread-Linked Rate One_(t) (or Spread-Linked Rate One_(i, t), as applicable) shall be no higher than the Spread-Linked Rate One_(t) Cap (or Spread-Linked Rate One_(i, t) Cap, as applicable); and/or
- (ii) 'Spread-Linked Rate One_(t) Floor' (or 'Spread-Linked Rate One_(i, t) Floor', as applicable) to be 'Applicable', then the Floating Rate for Spread-Linked Rate One_(t) (or Spread-Linked Rate One_(i, t), as applicable) shall be no lower than the Spread-Linked Rate One_(t) Floor (or Spread-Linked Rate One_(i, t) Floor, as applicable); and/or
- (iii) 'Spread-Linked Rate Two_(t) Cap' (or 'Spread-Linked Rate Two_(i, t) Cap', as applicable) to be 'Applicable', then the Floating Rate for Spread-Linked Rate Two_(t) (or Spread-Linked Rate Two_(i, t), as applicable) shall be no higher than the Spread-Linked Rate Two_(t) Cap (or Spread-Linked Rate Two_(i, t) Cap, as applicable); and/or
- (iv) 'Spread-Linked Rate Two_(t) Floor' (or 'Spread-Linked Rate Two_(i, t) Floor', as applicable) to be 'Applicable', then the Floating Rate for Spread-Linked Rate Two_(t) (or Spread-Linked Rate Two_(i, t), as applicable) shall be no lower than the Spread-Linked Rate Two_(t) Floor (or Spread-Linked Rate Two_(i, t) Floor, as applicable),

in each case either in relation to all Interest Calculation Periods or only in relation to each Interest Calculation Period specified in the Issue Terms. The relevant Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Floating Rate using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Basket Spread Rate"** means, in respect of an Interest Calculation Period, the percentage determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Spread Rate (i) in the Basket observed on the relevant Interest Determination Date;

- (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Spread Rate (i) in the Basket observed on the relevant Interest Determination Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Spread Rate (i) in the Basket observed on the relevant Interest Determination Date multiplied by the relevant Weight (i) of such Spread Rate (i) specified in the Issue Terms;
 - (iv) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (v) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate; or
 - (vi) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
 - "**Cap Rate**" means the percentage specified as such in the Issue Terms.
 - "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
 - "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) "**Factor**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) "**Margin**" means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) "**Min**", followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (";"), means the lesser of such two amounts.
- (iv) "**Reference Index**" means:
 - (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

- (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} & (\text{Multiplier 1} \times \text{Reference Rate 1}) \\ & \quad - (\text{Multiplier 2} \times \text{Reference Rate 2}) \end{aligned}$$

- (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\begin{aligned} & (\text{Multiplier 1} \times \text{Reference Rate 1}) \\ & \quad + (\text{Multiplier 2} \times \text{Reference Rate 2}) \end{aligned}$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** each means the Reference Rate specified as such in the Issue Terms.
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)', or '30E/360 (ISDA)' (each as defined in General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.
- **"Designated Maturity"** has the meaning given to it in the Floating Rate Conditions.
- **"Floating Rate"** means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate for Spread-Linked Rate One_(t) and Spread-Linked Rate Two_(t)*) above.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days);
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after

adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable).

subject in each case to an adjustment in accordance with the Business Day Convention.

- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Jade Barrier (i)"** means, in respect of Spread Rate (i), the percentage rate specified as such in the Issue Terms in respect of such Spread Rate.
- **"Jade Basket Rate"** means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.
- **"Jade Rate (i)"** means, in respect of an Interest Determination Date and a Spread Rate (i), (i) if the Spread Rate (i) observed on such Interest Determination Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the Spread Rate (i) observed on such Interest Determination Date is lower than the Jade Barrier (i), such Spread Rate (i) as observed on such Interest Determination Date.
- **"Jade Replacement Rate (i)"** means, in respect of Spread Rate (i), the percentage specified as such in the Issue Terms in respect of such Spread Rate (i).
- **"Leverage"** means, in respect of an Interest Calculation Period and a Spread Rate (i), the number specified as such in the Issue Terms for such Interest Calculation Period, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Leverage' to be 'Not Applicable', it shall be deemed to be one).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Range Accrual Factor"** has the meaning given to it in General Condition 22 (*Calculation of the Range Accrual Factor*).
- **"Rainbow Basket Rate"** means, the sum of each Spread Rate (i) multiplied in each case by the Rainbow Weight of such Spread Rate (i).
- **"Rainbow Rank"** means, in respect of an Spread Rate (i) and an Interest Determination Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Spread Rate (i) after ranking the Spread Rates in order of their value, such that the Spread Rate with the highest value is assigned Rainbow Rank 1 and the Floating Rate with the lowest value is assigned Rainbow Rank 'n' (where 'n' is the total number of Spread Rates in respect of the Basket). In the event that more than one Spread Rate has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Spread Rate in respect of such day.
- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).

- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread-Linked Rate One_(t)"** means, in respect of the Spread Rate, the Reference Rate for a period equal to the Designated Maturity specified under the heading 'Spread-Linked Rate One_(t)' in the Issue Terms.
- **"Spread-Linked Rate One_(i, t)"** means, in respect of a Spread Rate (i), the Reference Rate for a period equal to the Designated Maturity specified as such in the Issue Terms.
- **"Spread-Linked Rate Two_(t)"** means, in respect of the Spread Rate, the Reference Rate for a period equal to the Designated Maturity specified under the heading 'Spread-Linked Rate Two_(t)' in the Issue Terms.
- **"Spread-Linked Rate Two_(i, t)"** means, in respect of a Spread Rate (i), the Reference Rate for a period equal to the Designated Maturity specified as such in the Issue Terms.
- **"Spread-Linked Rate One_(t) Cap"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate One_(i, t) Cap"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate Two_(t) Cap"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate Two_(i, t) Cap"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate One_(t) Floor"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate One_(i, t) Floor"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate Two_(t) Floor"** means the percentage specified as such in the Issue Terms.
- **"Spread-Linked Rate Two_(i, t) Floor"** means the percentage specified as such in the Issue Terms.
- **"Spread Rate"** means, in respect of the pair of Spread-Linked Rate One_(t) and Spread-Linked Rate Two_(t) and a Interest Determination Date, the rate determined as the sum of (A) (x) the Floating Rate for Spread-Linked Rate One_(t) (**"Spread-Linked Rate One_(t)"**) minus the product of the Leverage and the Floating Rate for Spread-Linked Rate Two_(t) (**"Spread-Linked Rate Two_(t)"**), each such floating rate as determined for such Interest Payment Date in accordance with sub-paragraph (d) (*Floating Rate for Spread-Linked Rate One_(t) and Spread-Linked Rate Two_(t)*) above, multiplied by (y) the number specified as the 'Participation_(Interest)' in the Issue Terms for such Interest Determination Date (provided that, if no such amount is specified, the Participation_(Interest) shall be deemed to be 1) (the **"Participation_(Interest)"**) and (B) the 'Spread' percentage rate specified in the Issue Terms for such Interest Determination Date (which rate may be negative) (the **"Spread"**).

The Spread Rate can also be expressed formulaically as follows:

$$\begin{aligned} & [\text{Spread Linked Rate One}_{(t)} \\ & \quad - (\text{Leverage} \times \text{Spread Linked Rate Two}_{(t)})] \\ & \quad \times \text{Participation}_{(\text{Interest})} + \text{Spread} \end{aligned}$$

where:

"t" means the applicable Interest Determination Date.

- **"Spread Rate (i)"** means, in respect of any pair of Spread-Linked Rate One_(i,t) and Spread-Linked Rate Two_(i,t) and an Interest Determination Date, the rate determined as the sum of (A) (x) the Floating Rate for Spread-Linked Rate One_(i,t) ("**Spread-Linked Rate One**_(i,t)") minus the product of the Leverage and the Floating Rate for Spread-Linked Rate Two_(i,t) ("**Spread-Linked Rate Two**_(i,t)"), each such floating rate as determined for such Interest Payment Date in accordance with sub-paragraph (d) (*Floating Rate for Spread-Linked Rate One_(i) and Spread-Linked Rate Two_(i)*) above, multiplied by (y) the number specified as the 'Participation_(Interest)' in the Issue Terms for such Interest Determination Date (provided that, if no such amount is specified, the Participation_(Interest) shall be deemed to be 1) (the "**Participation**_(Interest)") and (B) the 'Spread' percentage rate specified in the Issue Terms for such Interest Determination Date (which rate may be negative) (the "**Spread**"), and where i is a number from (and including) 1 to (and including) y as specified in the Issue Terms.

Spread Rate (i) can also be expressed formulaically as follows:

$$\begin{aligned} & [\text{Spread Linked Rate One}_{(i,t)} \\ & \quad - (\text{Leverage} \times \text{Spread Linked Rate Two}_{(i,t)})] \\ & \quad \times \text{Participation}_{(\text{Interest})} + \text{Spread} \end{aligned}$$

where:

"i" means a specified integer in the Issue Terms which is assigned to each pair of Spread-Linked Rate One_(i,t) and Spread-Linked Rate Two_(i,t).

"t" means the applicable Interest Determination Date.

- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Rate (i)"** means, in respect of an Interest Determination Date and a Spread Rate (i), (i) if the Temple Rank of such Spread Rate (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Spread Rate (i) is between j+1 and n, such Floating Rate (i) as observed on such Interest Determination Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Spread Rates in the Basket.

- **"Temple Replacement Rate"** means the percentage specified as such in the Issue Terms.
- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

12.50 **Decompounded Floating**

(a) **Interest Type and application**

Where the Issue Terms specifies 'Interest Type' to be 'Decompounded Floating Rate Interest' this General Condition 12.47 (*Decompounded Floating*) will apply (or, where the Issue Terms specifies 'Interest Type' to be 'Decompounded Floating Rate Interest' in respect of an Interest Calculation Period, this General Condition 12.47 (*Decompounded Floating*) will apply in respect of Interest Calculation Period).

(b) **Accrual of Interest and when paid**

Each Security bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Decompounded Rate of Interest applicable for that Interest Calculation Period, as determined below, subject to the application of the Range Accrual Factor, if applicable. Provided that the Securities have not been redeemed or purchased and cancelled prior to the relevant Interest Payment Date, interest will be payable at the end of each Interest Calculation Period on the Interest Payment Date corresponding to such Interest Calculation Period.

(c) **Interest Amount**

(i) **Calculation of Interest Amount**

The **"Interest Amount"** per Calculation Amount payable on the Interest Payment Date shall be calculated by the Determination Agent as follows:

- (A) where the Issue Terms specifies the 'Range Accrual Factor' to be 'Not Applicable', by applying the Decompounded Rate of Interest for the corresponding Interest Calculation Period to the Calculation Amount, and then further multiplying such amount by the Day Count Fraction.

The Interest Amount calculation can also be expressed formulaically as:

$$\text{Decompounded Rate of Interest} \times \text{Calculation Amount} \times \text{Day Count Fraction}$$

- (B) where the Issue Terms specifies the 'Range Accrual Factor' to be 'Applicable', by applying the Decompounded Rate of Interest for the corresponding Interest Calculation Period to the Calculation Amount, and then multiplying such amount by the Day Count Fraction and further multiplied by the Range Accrual Factor.

The Interest Amount calculation can also be expressed formulaically as:

Decompounded Rate of Interest $\times$ Calculation Amount
 $\times$ Day Count Fraction $\times$ Range Accrual Factor

In the case of Securities having a Settlement Currency that is different from the Issue Currency, the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

If the above calculation results in an amount of less than zero, then the Interest Amount in respect of such Interest Calculation Period shall be deemed to be zero (save that if 'Rolled up Interest' is specified as 'Applicable' and 'Zero Floor per Period' is specified as 'Not Applicable' in the Issue Terms, then this provision shall not apply).

(ii) **Determination of Decompounded Interest Rate**

Subject to sub-paragraph (iii) (*Maximum and Minimum Interest Rates*) immediately below, the decompounded floating rate of interest (the "**Decompounded Rate of Interest**") for an Interest Payment Date will be equal to, as applicable:

- (A) if the Issue Terms specifies a percentage for the 'Decompounded Cap', the product of (1) the Compounding Period Number, multiplied by (2) the difference between (x) the result of raising (aa) the sum of one plus the lesser of (I) the Decompounded Cap and (II) the sum of (X) the Floating Rate determined for such Interest Payment Date in accordance with 12.47(d) (*Floating Rate*) immediately below ("**Floating Rate_(t)**") plus (Y), if applicable, the 'Spread' percentage rate specified as such in the Issue Terms for the corresponding Interest Calculation Period (which rate may be negative, and provided that if not applicable such rate shall be deemed to be zero) (the "**Spread**"), to the power of (bb) the quotient of 1 divided by the Compounding Period Number, minus (y) one.

The Decompounded Rate of Interest can also be expressed formulaically as follows:

Compounding Period Number $\times$ {[1 + Min(Decompounded Cap; Floating Rate_(t) + Spread)]^(1/Compounding Period Number) - 1}

- (B) if the Issue Terms specifies the 'Decompounded Cap' to be 'Not Applicable', the product of (1) the Compounding Period Number, multiplied by (2) the difference between (x) the result of raising (aa) the sum of (I) one, plus (II) the Floating Rate determined for such Interest Payment Date in accordance with 12.47(d) (*Floating Rate*) immediately below ("**Floating Rate_(t)**"), plus (III) if applicable, the 'Spread' percentage rate specified as such in the Issue Terms for such Interest Calculation Period (which rate may be negative) (the "**Spread**"), to the power of (bb) the quotient of 1 divided by the Compounding Period Number, minus (y) one.

The Decompounded Rate of Interest can also be expressed formulaically as follows:

$$\text{Compounding Period Number} \times \{([1 + \text{Floating Rate}] + \text{Spread})^{(1/\text{Compounding Period Number})} - 1\}$$

(iii) **Maximum and Minimum Interest Rates**

If the Issue Terms specifies a 'Cap Rate' percentage or a 'Curve Cap Rate' to be 'Applicable' and/or a 'Floor Rate' percentage (in each case either (i) generally or (ii) in relation to one or more Interest Calculation Periods), then the Rate of Interest shall be, as applicable:

(A) where:

- (1) 'Cap Rate' is specified to be 'Applicable' in the Issue Terms, no higher than the Cap Rate; or
- (2) a 'Curve Cap Rate' percentage is specified in the Issue Terms, no higher than the Curve Cap Rate; and/or

(B) where a 'Floor Rate' percentage is specified to be 'Applicable', no lower than the Floor Rate.

(d) **Floating Rate**

The Issue Terms will specify whether the Floating Rate to be determined for each Interest Payment Date shall be determined in accordance with either 'Floating Rate Determination – Reference Rate', 'Floating Rate Determination – CMS Rate' or 'Floating Rate Determination – Interest Rate Index' will apply. The Floating Rate will be determined in each case in accordance with the relevant Floating Rate Conditions in the Floating Rate Annex.

If the Issue Terms specifies 'Linear Interpolation' to be 'Applicable', then, in respect of any short or long Interest Calculation Period as specified in the Issue Terms, the Determination Agent will determine the relevant Floating Rate using Linear Interpolation.

(e) **Relevant defined terms**

The following terms as used above have the following meanings:

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap Rate**" means the percentage specified as such in the Issue Terms.
- "**Compounding Period Number**" means the number specified as such in the Issue Terms (where, for example, 12 refers to monthly, 4 refers to quarterly, 2 refers to semi-annually etc.).
- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Curve Cap Rate**" means, in relation to an Interest Calculation Period, the percentage determined by the Determination Agent for such Interest Calculation Period as the lesser of (i) the Upper Limit and (ii) the product of (A) Factor, multiplied by (B) the sum of (x) Reference Index, plus (y) Margin.

The Curve Cap Rate can also be expressed formulaically as:

$$\text{Min [Factor} \times (\text{Reference Index} + \text{Margin}); \text{Upper Limit}]$$

where:

- (i) **"Factor"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Factor' to be 'Not Applicable', it shall be deemed to be one).
- (ii) **"Margin"** means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Margin' to be 'Not Applicable', it shall be deemed to be zero).
- (iii) **"Min"**, followed by two amounts (including a calculation which produces an amount) separated by a semi-colon (";"), means the lesser of such two amounts.

(iv) **"Reference Index"** means:

- (A) if the Issue Terms specifies 'single rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$\text{Multiplier} \times \text{Reference Rate}$$

- (B) if the Issue Terms specifies 'spread rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$(\text{Multiplier 1} \times \text{Reference Rate 1}) - (\text{Multiplier 2} \times \text{Reference Rate 2})$$

- (C) if the Issue Terms specifies 'combined rate' to be 'Applicable', the amount calculated in accordance with the following formula:

$$(\text{Multiplier 1} \times \text{Reference Rate 1}) + (\text{Multiplier 2} \times \text{Reference Rate 2})$$

where:

- **"Multiplier"**, **"Multiplier 1"** and **"Multiplier 2"** each means the percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier', 'Multiplier 1' and/or 'Multiplier 2' to be 'Not Applicable', each such value as so specified shall be deemed to be one).
- **"Reference Rate"**, **"Reference Rate 1"** and **"Reference Rate 2"** each means the Reference Rate specified as such in the Issue Terms.
- **"Upper Limit"** means the percentage specified as such in the Issue Terms.
- **"Day Count Fraction"** means the fraction equal to the number of days of the Interest Calculation Period divided by the number of days of the year, in each case as determined by the applicable convention, which may be any of '1/1', 'Actual/Actual(ICMA)', 'Act/Act(ICMA)', 'Actual/Actual', 'Actual/Actual (ISDA)', 'Actual/365 (Fixed)', 'Actual/360', '30/360', '360/360', 'Bond Basis', '30E/360', 'Eurobond Basis', '30/360 (SIA)' or '30E/360 (ISDA)' (each as defined in

General Condition 43.1 (*Definitions*) in the definition 'Day Count Fraction Conventions'), as specified in the Issue Terms.

- **"Decompounded Cap"** means the percentage specified as such in the Issue Terms.
- **"Designated Maturity"** has the meaning given to it in the Floating Rate Conditions.
- **"Floating Rate"** means the percentage rate of interest per annum calculated in accordance with sub-paragraph (d) (*Floating Rate*) above.
- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Date"** means:
 - (i) each date specified as such in the Issue Terms (provided that, if the Interest Determination Date is postponed pursuant to Floating Rate Condition 4.1(3), such date shall be postponed by an equal number of Business Days); or
 - (ii) each date falling the number of Business Days specified in the Issue Terms after the Interest Determination Date (after adjustment due to postponement pursuant to Floating Rate Condition 4.1(3), if applicable),

subject in each case to an adjustment in accordance with the Business Day Convention.

- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Range Accrual Factor"** has the meaning given to it in General Condition 22 (*Calculation of the Range Accrual Factor*).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"^"** means the power function, such that x^n means x raised to the power of n (e.g. $2^3=8$).

12.51 Zero Coupon

(a) Interest Type and application

This General Condition 12.48 applies only in respect of Interest Calculation Period(s) for which the Issue Terms specifies 'Interest Type' to be 'Zero Coupon' (a **"Zero Coupon Interest Calculation Period"**) (if any).

(b) No interest

No amount of interest will accrue or become payable in respect of any Zero Coupon Interest Calculation Period unless such a Security is duly presented for payment and such payment is improperly withheld or refused, in which case interest shall accrue on the amount due at a rate per annum (expressed as a percentage) equal to the Internal Rate of Return.

(c) **Relevant defined terms**

- **"Internal Rate of Return"** means the rate specified as such in the Issue Terms.

12.52 **Bond-Linked Pass-Through**

(a) **Interest Type and application**

Where the Issue Terms specifies 'Interest Type' to be Bond-Linked Pass-Through' this General Condition 12.49 (*Bond-Linked Pass-Through*) will apply (or, where the Issue Terms specifies 'Interest Type' to be 'Bond-Linked Pass-Through' in respect of an Interest Calculation Period, this General Condition 12.49 (*Bond-Linked Pass-Through*) will apply in respect of such Interest Calculation Period).

(b) **Interest Amount**

The "Interest Amount" per Calculation Amount payable on an Interest Payment Date, subject as provided in the Bond Linked Conditions, shall be calculated by the Determination Agent equal to:

- (A) unless the Issue Terms specifies 'Reference Currency Payments' to be 'Applicable', an amount in the Settlement Currency equal to the amount (if any) actually received by way of interest in respect of the Reference Obligation Principal Amount of the relevant Reference Obligation by a holder of such Reference Obligation during the Interest Calculation Period ending on (but excluding) such Interest Payment Date divided by the Number of Securities Outstanding (in respect of such Interest Calculation Period) converted from the Reference Currency into the Settlement Currency by the Determination Agent at the FX Fixing on the Valuation Date immediately preceding such Interest Payment Date; or
- (B) where the Issue Terms specifies 'Reference Currency Payments' to be 'Applicable', an amount in the Reference Currency equal to the amount (if any) actually received by way of interest in respect of the Reference Obligation Principal Amount of the relevant Reference Obligation by a holder of such Reference Obligation during the Interest Calculation Period ending on (but excluding) such Interest Payment Date divided by the Number of Securities Outstanding,

in each case less the sum of (a) all Applicable Taxes and (b) if Custody Charge Deduction is specified as applicable in the Issue Terms, a pro rata amount in respect of each Security of the Custody Charge applicable on such Interest Payment Date, all as calculated by the Determination Agent.

(c) **Relevant defined terms**

The following terms as used above have the following meanings:

- **"Applicable Taxes"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Custody Charge"** has the meaning given to it in the Bond Linked Conditions.
- **"FX Fixing"** has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Interest Calculation Period"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Interest Payment Date"** means each date which falls the number of Business Days specified in the Issue Terms after the corresponding Valuation Date; provided, however, that the final Interest Payment Date shall fall on the Scheduled Settlement Date, subject to the Adjustment provisions set out in Bond Linked Condition 2.
- **"Number of Securities Outstanding"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Reference Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Reference Obligation"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Reference Obligation Principal Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Valuation Date"** has the meaning given to it in General Condition 43.1 (*Definitions*).

13. AUTOMATIC SETTLEMENT (AUTOCALL)

13.1 Application

This General Condition 13 applies to all Securities for which the Issue Terms specifies 'Automatic Settlement (Autocall) (bullish)', 'Automatic Settlement (Autocall) (bearish)', 'Automatic Settlement (Autocall) (collar)' or 'Automatic Settlement (Autocall) (multiple conditions)' or 'Partial Automatic Settlement (Autocall) (bullish)', 'Partial Automatic Settlement (Autocall) (bearish)' or 'Partial Automatic Settlement (Autocall) (collar)' to be 'Applicable'.

For the avoidance of doubt, where the value(s) of one or more Underlying Assets in respect of one or more days (each a **"Threshold Valuation"**) are used to determine in respect of any date for autocall valuation (howsoever described) whether a condition is met, the order of performance of any such Underlying Assets, or otherwise for the purposes of determining any further applicable Underlying Asset valuation, in each case as then used for determining any early redemption or cancellation of the Securities and the amount due thereon as set out below, each such Threshold Valuation shall be made prior to any such other determination and/or calculation.

13.2 Autocall Cash Settlement Amount following an Automatic Settlement (Autocall) Event

If an Automatic Settlement (Autocall) Event occurs in respect of an Autocall Valuation Date, then, provided that no redemption, purchase or cancellation of the Securities has occurred prior to the relevant Autocall Settlement Date, each Security will be redeemed or cancelled (in whole) on the Autocall Settlement Date corresponding to such Autocall Valuation Date at a cash amount per Calculation Amount in the Settlement Currency, determined in accordance with the following (the **"Autocall Cash Settlement Amount"**):

$$\text{Autocall Settlement Percentage} \times \text{Calculation Amount}$$

If such Autocall Settlement Date is not an Interest Payment Date, notwithstanding this and anything to the contrary in General Condition 12 (*Interest or coupon*), interest (as

applicable) accrued to (but excluding) such Autocall Settlement Date will also be payable on such Autocall Settlement Date, calculated as otherwise provided in General Condition 12 (*Interest or coupon*) but on the basis that any final date and/or the end of any period relevant to such calculation (whether for valuation, observation or otherwise) is determined by reference to the Autocall Settlement Date and provided that such interest amount can otherwise then be determined as provided therein.

In the case of Securities having a Settlement Currency that is different from the Issue Currency, for the purpose of calculation of the Autocall Cash Settlement Amount, the Calculation Amount shall be converted into the Settlement Currency by applying the applicable Conversion Rate (FX) on the relevant Autocall Valuation Date (and, if more than one relevant Autocall Valuation Date, on the latest to occur) in respect of which the Automatic Settlement (Autocall) Event occurred. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

In case of Notes listed and admitted to trading on the regulated market of Borsa Italiana MOT, the early redemption amount shall be at least equal to the full nominal or par value of the Notes. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

13.3 **Partial Autocall Cash Settlement Amount following a Partial Automatic Settlement (Autocall) Event**

If a Partial Automatic Settlement (Autocall) Event occurs in respect of an Autocall Valuation Date, then, provided that no redemption, purchase or cancellation of the Securities has occurred prior to the relevant Autocall Settlement Date, each Security will be partially redeemed or cancelled on the Autocall Settlement Date corresponding to such Autocall Valuation Date at a cash amount per Calculation Amount in the Settlement Currency, determined in accordance with the following (the "**Partial Autocall Cash Settlement Amount**"):

$$\text{Autocall Settlement Percentage} \times \text{Calculation Amount} \\ \times \text{Partial Autocall Proportion}$$

The outstanding nominal amount of each such Security and the Calculation Amount shall be reduced by an amount equal to product of the Calculation Amount and the relevant Partial Autocall Proportion (the "**Reduction Amount**") with effect from the related Autocall Settlement Date following payment of such amount.

Where two or more Partial Automatic Settlement (Autocall) Events occur in respect of the same Autocall Valuation Date, the Reduction Amount relating to each applicable Partial Automatic Settlement (Autocall) Event shall be added up to a single aggregate amount.

If 'Reduction of Nominal' is specified as the Partial Autocall Methodology in the Issue Terms, then with effect from the related Autocall Settlement Date, unless payment of the Partial Autocall Cash Settlement Amount is withheld other than in accordance with applicable laws, regulations or orders of any court of competent jurisdiction or refused on presentation of the related Receipt, for purposes only of the determination of any amount of interest or other amount payable (other than the Partial Autocall Cash Settlement Amount) or asset deliverable in respect of the Securities, the Calculation Amount (and, if applicable, the Specified Denomination) shall be deemed to be reduced pro rata to such Reduction Amount.

If 'Pool Factor' is specified as the Partial Autocall Methodology in the Issue Terms, then neither the Calculation Amount nor the Specified Denomination shall be deemed to be reduced pro rata upon payment of Partial Autocall Cash Settlement Amount; instead, with effect from the related Autocall Settlement Date following payment of an Partial Autocall Cash Settlement Amount, for purposes only of the calculation of any amount of interest or other amount payable (other than the Partial Autocall Cash

Settlement Amount) or asset deliverable in respect of the Securities, the Calculation Amount (and, if applicable, the Specified Denomination) shall be multiplied by a pool factor (the **"Pool Factor"**) which is equal to (A) (1) the Calculation Amount (or, if applicable, the Specified Denomination) minus (2) the sum of all Reduction Amounts in respect of each Security from the Issue Date to, and including, the related Autocall Settlement Date, divided by (B) the Calculation Amount.

If such Autocall Settlement Date is not an Interest Payment Date, notwithstanding this and anything to the contrary in General Condition 13 (*Interest or coupon*), interest (as applicable) accrued to (but excluding) such Autocall Settlement Date will also be payable on such Autocall Settlement Date, calculated as otherwise provided in General Condition 13 (*Interest or coupon*) but on the basis that any final date and/or the end of any period relevant to such calculation (whether for valuation, observation or otherwise) is determined by reference to the Autocall Settlement Date and provided that such interest amount can otherwise then be determined as provided therein.

In the case of Securities having a Settlement Currency that is different from the Issue Currency, for the purpose of calculation of the Autocall Cash Settlement Amount, the Calculation Amount shall be converted into the Settlement Currency by applying the applicable Conversion Rate (FX) on the relevant Autocall Valuation Date (and, if more than one relevant Autocall Valuation Date, on the latest to occur) in respect of which the Automatic Settlement (Autocall) Event occurred. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

In case of Notes listed and admitted to trading on the regulated market of Borsa Italiana MOT, the early redemption amount shall be at least equal to the full nominal or par value of the Notes. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

13.4 Relevant defined terms

- **"Autocall Accreter Denominator"** means the number specified in the Issue Terms or, if none, 365.
- **"Autocall Accreter Factor"** means, in respect of an Autocall Valuation Date, the number of calendar days in the period from (but excluding) the Autocall Accreter Start Date to (and including) the relevant Autocall Valuation Date (and, if more than one relevant Autocall Valuation Date, on the latest to occur) divided by the Autocall Accreter Denominator, provided that if an Automatic Settlement (Autocall) Event occurs on the Autocall Accreter Start Date, the Autocall Accreter Factor will be zero.
- **"Autocall Accreter Percentage"** means, in respect of an Autocall Valuation Date, the percentage specified in the Issue Terms.
- **"Autocall Accreter Specified Percentage"** means, in respect of an Autocall Valuation Date, the sum of (a) 100 per cent. and (b) the product of (i) the Autocall Accreter Percentage and (ii) the Autocall Accreter Factor, in each case in respect of such Autocall Valuation Date.
- **"Autocall Accreter Start Date"** means the date specified in the Issue Terms.
- **"Autocall Barrier"** means:
 - (a) where none of the Underlying Assets for the purposes of this General Condition 13 are Reference Rates:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset' or 'Worst-of' or 'Worst-of Memorizer' or 'Best-of', in relation to the Relevant

Underlying Asset and an Autocall Valuation Date, (x) if Magnetic Autocall Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Autocall Valuation Date if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms, the Autocall Barrier Percentage applicable in respect of such Autocall Valuation Date or (y) if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms and such Autocall Valuation Date falls after the first Autocall Valuation Date, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Autocall Valuation Date; or

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket', in relation to an Autocall Valuation Date, (x) if Magnetic Autocall Barrier is specified as 'Not Applicable' in the Issue Terms or in respect of the first Autocall Valuation Date if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms, the Autocall Barrier Percentage applicable in respect of such Autocall Valuation Date or (y) if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms and such Autocall Valuation Date falls after the first Autocall Valuation Date, the Magnetic Barrier Multiplier in respect of such Autocall Valuation Date; or

- (b) where each of the Underlying Assets for the purposes of this General Condition 13 is a Reference Rate and in relation to an Autocall Valuation Date, if 'Variable Barrier (Autocall)' is specified in the Issue Terms to be 'Not Applicable', the values specified in the Issue Terms and if 'Variable Barrier (Autocall)' is specified in the Issue Terms to be 'Applicable', the Variable Barrier (Autocall) determined by the Determination Agent.

- **"Autocall Barrier (i)"** means, where each of the Underlying Assets for the purposes of this General Condition 14 is a Reference Rate and in relation to an Autocall Valuation Date, if 'Variable Barrier (Autocall)' is specified in the Issue Terms to be 'Not Applicable', the values specified in the Issue Terms in respect of such Autocall Barrier (i) and if 'Variable Barrier (Autocall)' is specified in the Issue Terms to be 'Applicable', the applicable Variable Barrier (Autocall) determined by the Determination Agent, and where i is a number from 1 (inclusive) to y (with y being the total number of Autocall Barriers applicable to such Autocall Valuation Date).

- **"Autocall Barrier(Reset)"** means:

- (a) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset' or 'Worst-of' or 'Worst-of Memorizer' or 'Best-of', in relation to the Relevant Underlying Asset and an Autocall Valuation Date, (x) if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms and such Autocall Valuation Date falls after the first Autocall Valuation Date and is not an Autocall Valuation Date on which a new Autocall Barrier Percentage_(Reset) applies, the Magnetic Barrier Multiplier in respect of such Underlying Asset and Autocall Valuation Date or (y) otherwise, the Autocall Barrier Percentage_(Reset) applicable in respect of such Autocall Valuation Date; or
- (b) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket', in relation to an Autocall Valuation Date, (x) if Magnetic Autocall Barrier is specified as 'Applicable' in the Issue Terms and such Autocall Valuation Date falls after the first

Autocall Valuation Date and is not an Autocall Valuation Date on which a new Autocall Barrier Percentage_(Reset) applies, the Magnetic Barrier Multiplier in respect of such Autocall Valuation Date or (y) otherwise, the Autocall Barrier Percentage_(Reset) applicable in respect of such Autocall Valuation Date.

- **"Autocall Barrier Percentage"** means, in relation to an Autocall Valuation Date, the percentage as specified in the Issue Terms.
- **"Autocall Barrier Percentage_(Reset)"** means, in relation to an Autocall Valuation Date, the percentage as specified in the Issue Terms.
- **"Autocall Cap"** means the percentage as specified in the Issue Terms.
- **"Autocall Combined Reference"** means, in respect of an Autocall Valuation Date, the amount calculated in accordance with the following formula, in each case in respect of such Autocall Valuation Date:

$$\sum_{j=1}^y \text{Multiplier } (j) \times \text{Relevant Observed Rate } (j)$$

With j being a number from (and including) 1 to (and including) y.

where:

"Multiplier (j)" means each percentage specified as such in the Issue Terms, which shall be preceded by either a 'plus' or a 'minus' (provided that, if the Issue Terms specifies 'Multiplier (j)' to be 'Not Applicable', each such value as so specified shall be deemed to be one).

"Relevant Observed Rate (j)" means, in respect of an Autocall Valuation Date, each (i) fixed rate, (ii) Floating Rate, (iii) Inverse Floating Rate, (iv) Inflation Performance, (v) FX Rate or (vi) Valuation Price, in any case specified as in the Issue Terms.

- **"Autocall Condition"** means in respect of 'Automatic Settlement (Autocall) (multiple conditions)' each condition specified in the Issue Terms, which is satisfied if:
 - (b) if the Issue Terms specifies 'bullish', an Autocall Reference is greater than or equal to the relevant Autocall Barrier;
 - (c) if the Issue Terms specifies 'bearish', an Autocall Reference is less than or equal to the relevant Autocall Barrier; or
 - (d) if the Issue Terms specifies 'collar', an Autocall Reference is greater than or equal to the relevant Autocall Lower Barrier and less than or equal to the relevant Autocall Upper Barrier;
- **"Autocall Floor"** means the percentage as specified in the Issue Terms.
- **"Autocall Lower Barrier"** means, in relation to an Autocall Valuation Date, if 'Variable Lower Barrier (Autocall)' is specified in the Issue Terms to be 'Not Applicable', the values specified in the Issue Terms and if 'Variable Lower Barrier (Autocall)' is specified in the Issue Terms to be 'Applicable', the Variable Lower Barrier (Autocall) determined by the Determination Agent.
- **"Autocall Observation Date"** means the date specified as such in the Issue Terms, subject to adjustment in accordance with the Business Day Convention.

- **"Autocall Observation Period"** means the period specified as such in the Issue Terms.
- **"Autocall Performance"** means, in relation to an Autocall Valuation Date:
 - (a) in respect of FX Linked Securities, the FX Performance;
 - (b) otherwise, if the Issue Terms specifies 'Autocall Observation Type' to be 'Discrete':
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the sole Underlying Asset (the **"Relevant Underlying Asset"**);
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Worst-of', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the Worst Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Autocall Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Worst-of Memorizer', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to a relevant Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Autocall Valuation Date;
 - (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Best-of', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the Best Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Autocall Valuation Date;
 - (v) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket', then the sum of the Weighted Modified Autocall Performance in respect of each Underlying Asset in the Basket;
 - (c) if the Issue Terms specifies 'Autocall Observation Type' to be 'Continuous':
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the sole Underlying Asset (the **"Relevant Underlying Asset"**);
 - (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Worst-of', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the Worst Performing Underlying Asset (the **"Relevant Underlying Asset"**) as calculated in respect of such Autocall Valuation Date;
 - (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Worst-of Memorizer', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to a relevant Underlying Asset (the **"Relevant Underlying Asset"**);

- (iv) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Best-of', then the Autocall Valuation Price divided by the Initial Price_(Settlement), each in relation to the Best Performing Underlying Asset (the "**Relevant Underlying Asset**") as calculated in respect of such Autocall Valuation Date;
 - (v) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket', then the sum of the Weighted Asset Performance_(Settlement) in respect of each Underlying Asset in the Basket;
- "**Autocall Reference**" means, in respect of an Autocall Valuation Date:
 - (a) If "Single Reference" is specified as applicable in the Issue Terms, the (i) Floating Rate (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price in respect of such Autocall Valuation Date;
 - (b) If "Spread Reference" is specified as applicable in the Issue Terms, the Spread Rate in respect of such Autocall Valuation Date;
 - (c) If "Combined Reference" is specified as applicable in the Issue Terms, the Autocall Combined Reference in respect of such Autocall Valuation Date.
 - (d) If "Reference Basket " is specified as applicable in the Issue Terms, the Basket Rate.
- "**Autocall Reference Rate 1**" means, in respect of an Autocall Valuation Date, the percentage rate of interest per annum for the Reference Rate specified to be 'Autocall Reference Rate 1' in the Issue Terms as determined in accordance with the Floating Rate Conditions in respect of such Autocall Valuation Date.
- "**Autocall Reference Rate 2**" means, in respect of an Autocall Valuation Date, the percentage rate of interest per annum for the Reference Rate specified to be 'Autocall Reference Rate 2' in the Issue Terms as determined in accordance with the Floating Rate Conditions in respect of such Autocall Valuation Date.
- "**Autocall Reference Rate Spread**" means the percentage as specified in the Issue Terms.
- "**Autocall Reset Event**" shall occur if, in relation to an Autocall Reset Observation Date, the Autocall Reset Performance is below the Autocall Reset Percentage.
- "**Autocall Reset Percentage**" means the percentage as specified in the Issue Terms.
- "**Autocall Reset Performance**" means:
 - (a) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset', then, in relation to an Autocall Reset Observation Date, the Valuation Price divided by the Initial Price_(Settlement), each in relation to the sole Underlying Asset;

- (b) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Worst-of' then, in relation to an Autocall Reset Observation Date, the Valuation Price divided by the Initial Price_(Settlement), each in relation to the Worst Performing Underlying Asset as calculated in respect of such Autocall Reset Observation Date;
 - (c) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Best-of' then, in relation to an Autocall Reset Observation Date, the Valuation Price divided by the Initial Price_(Settlement), each in relation to the Best Performing Underlying Asset as calculated in respect of such Autocall Reset Observation Date; or
 - (d) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket' then, in relation to an Autocall Reset Observation Date, the sum of the Weighted Asset Performance_(Settlement), in respect of each Underlying Asset in the Basket.
- **"Autocall Reset Observation Date"** means, in respect of a Share Linked Security, Index Linked Security, Fund Linked Security, Barclays Index Linked Security or Hybrid Basket Linked Security and in respect of an Underlying Asset, each Asset Scheduled Trading Day from (and including) the Autocall Reset Period Start Date to and (and including) the Autocall Reset Period End Date.
- **"Autocall Reset Period End Date"** means the date as specified in the Issue Terms.
- **"Autocall Reset Period Start Date"** means the date as specified in the Issue Terms.
- **"Autocall Settlement Date"** means, in relation to an Autocall Valuation Date, the date as specified in the Issue Terms (provided that (i) if the Securities are Fund Linked Securities or Hybrid Basket Linked Securities (inc Fund), such date shall be subject to adjustment in accordance with Fund Linked Condition 9 (*Adjustments to Payment Dates*), or (ii) if the Securities are Barclays Index Linked Securities (inc Fund), such date shall be subject to adjustment in accordance with Fund Component Linked Condition 4 (*Adjustments to Payment Dates*)).
- **"Autocall Settlement Percentage"** means, in relation to an Autocall Valuation Date, (a) the percentage as specified in the Issue Terms or (b) if the Issue Terms specifies 'Autocall Accreter' to be 'Applicable', the Autocall Accreter Specified Percentage in respect of the relevant Autocall Valuation Date.
- **"Autocall Upper Barrier "** means, in relation to an Autocall Valuation Date, if 'Variable Upper Barrier (Autocall)' is specified in the Issue Terms to be 'Not Applicable', the values specified in the Issue Terms and if 'Variable Upper Barrier (Autocall)' is specified in the Issue Terms to be 'Applicable', the Variable Upper Barrier (Autocall) determined by the Determination Agent.
- **"Autocall Valuation Date"** means:
 - (a) if the Issue Terms specifies the 'Autocall Observation Type' to be 'Discrete':
 - (i) and the Securities are Share Linked Securities and/or Index Linked Securities, each date as specified in the Issue Terms,

- subject to adjustment in accordance with General Condition 10.4 (*Asset Scheduled Trading Day Adjustments*);
- (ii) and the Securities are FX Linked Securities, each date as specified in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention);
- (iii) and the Securities are Fund Linked Securities, each date as specified in the Issue Terms, subject to adjustment in accordance with Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*);
- (iv) and the Securities are Barclays Index Linked Securities, each date as specified in the Issue Terms, subject to adjustment in accordance with Barclays Index Linked Condition 2 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or Barclays Index Linked Condition 3 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable);
- (v) and the Securities are Hybrid Basket Linked Securities, each date as specified in the Issue Terms, subject to adjustment in accordance with the Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*); or
- (vi) and in respect of a Reference Rate, each date as specified in the Issue Terms, subject to adjustment in accordance with the Reference Rate Business Day Convention; or
- (b) if the Issue Terms specifies the 'Autocall Observation Type' to be 'Daily' and the Securities are other than FX Linked Securities, in respect of Underlying Assets for the purposes of this General Condition 13, none of which are Reference Rates, each date as specified in the Issue Terms and each Asset Scheduled Trading Day from (and including) the Continuous Autocall Start Date to (and including) the Continuous Autocall End Date, each as specified in the Issue Terms; or
- (c) if the Issue Terms specifies the 'Autocall Observation Type' to be 'Daily' and in respect of Underlying Assets which are Reference Rates only, each Reference Rate Business Day from (and including) the Continuous Autocall Start Date to (but excluding) the Continuous Autocall End Date, each as specified in the Issue Terms.
- **"Autocall Valuation Price"** means, in relation to an Underlying Asset and an Autocall Valuation Date:
 - (a) if the Issue Terms specifies 'Averaging-out' to be 'Applicable', the arithmetic average of the Valuation Price on each of the Averaging-out Dates corresponding to the Autocall Valuation Date;
 - (b) if the Issue Terms specifies 'Min Lookback-out' to be 'Applicable', the lowest Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Autocall Valuation Date;
 - (c) if the Issue Terms specifies 'Max Lookback-out' to be 'Applicable', the maximum Valuation Price observed in respect of each of the Lookback-out Dates corresponding to the Autocall Valuation Date; or

- (d) if none of items (a) to (c) applies, the Valuation Price of the Underlying Asset in respect of the Autocall Valuation Date.

With regard to Downside Underlying Asset(s):

- (i) for the avoidance of doubt, in respect of a Downside Underlying Asset, references to the Autocall Valuation Date, Valuation Price, Averaging-out Dates, Lookback-out Dates and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset; and
 - (ii) if, in the Issue Terms, Downside Underlying Asset is specified as Applicable with respect to Autocall Valuation Price, then (a), (b) or (c) directly above (as applicable) shall apply to the Downside Underlying Asset(s) as specified in the Issue Terms.
- **"Automatic Settlement (Autocall) Event"** shall occur, in relation to an Autocall Valuation Date:
 - (a) where none of the Underlying Assets for the purposes of this General Condition 13 are Reference Rates:
 - (i) if the Issue Terms specifies 'Automatic Settlement (Autocall) (bullish)' to be 'Applicable' and:
 - (A) if the Issue Terms does not specify 'Worst-of Memorizer' to be 'Applicable', if the Autocall Performance is greater than or equal to:
 - (1) if the Issue Terms specifies 'Autocall Reset Event' to be 'Not Applicable', the relevant Autocall Barrier;
 - (2) if the Issue Terms specifies 'Autocall Reset Event' to be 'Applicable' and an Autocall Reset Event has not occurred, the relevant Autocall Barrier; or
 - (3) if the Issue Terms specifies 'Autocall Reset Event' to be 'Applicable' and an Autocall Reset Event has occurred, the relevant Autocall Barrier_(Reset); or
 - (B) if the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable', if the Autocall Performance of each Underlying Asset is either (A) in respect of the relevant Autocall Valuation Date, greater than or equal to the relevant Autocall Barrier; or (B) in respect of any Autocall Valuation Date preceding the relevant Autocall Valuation Date, greater than or equal to its Autocall Barrier corresponding to such previous Autocall Valuation Date; or
 - (ii) if the Issue Terms specifies 'Automatic Settlement (Autocall) (bearish)' to be 'Applicable' and:
 - (A) if the Issue Terms does not specify 'Worst-of Memorizer' to be 'Applicable', if the Autocall Performance is less than or equal to:

- (1) if the Issue Terms specifies 'Autocall Reset Event' to be 'Not Applicable', the relevant Autocall Barrier;
 - (2) if the Issue Terms specifies 'Autocall Reset Event' to be 'Applicable' and an Autocall Reset Event has not occurred, the relevant Autocall Barrier; or
 - (3) if the Issue Terms specifies 'Autocall Reset Event' to be 'Applicable' and an Autocall Reset Event has occurred, the relevant Autocall Barrier(Reset); or
 - (B) if the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable', if the Autocall Performance of each Underlying Asset is either (A) in respect of the relevant Autocall Valuation Date, less than or equal to the relevant Autocall Barrier; or (B) in respect of any Autocall Valuation Date preceding the relevant Autocall Valuation Date, less than or equal to its Autocall Barrier corresponding to such previous Autocall Valuation Date; or
- (b) where each of the Underlying Assets for the purposes of this General Condition 13 is a Reference Rate:
- (i) if the Issue Terms specifies 'Automatic Settlement (Autocall) (bullish)' to be 'Applicable', if the Autocall Reference is greater than or equal to the relevant Autocall Barrier;
 - (ii) if the Issue Terms specifies 'Automatic Settlement (Autocall) (bearish)' to be 'Applicable', if the Autocall Reference is less than or equal to the relevant Autocall Barrier; or
 - (iii) if the Issue Terms specifies Automatic Settlement (Autocall) (collar)' to be 'Applicable', if the Autocall Reference is greater than or equal to the relevant Autocall Lower Barrier and less than or equal to the relevant Autocall Upper Barrier.
 - (iv) if the Issue Terms specifies the 'Automatic Settlement (Autocall) (multiple conditions)' to be 'Applicable', the Number of Required Autocall Conditions specified in the Issue Terms is satisfied.
- If the Issue Terms specifies 'Automatic Settlement (Autocall) (multiple conditions)', the Issue Terms will specify the Autocall Conditions in respect of each Autocall Valuation Date, including:
- (1) the Number of Autocall Conditions that are applicable, and if not every Autocall Condition is applicable to every Autocall Valuation Date, which of the Autocall Conditions or at least how many of the Autocall Conditions are applicable to which Autocall Valuation Date;

- (2) what an Autocall Condition means (an Autocall Condition will be expressed as a bearish, bullish or collar condition, as predefined above);
 - (3) what an Autocall Reference means in respect of an Autocall Valuation Date; and
 - (4) what a Autocall Barrier means in respect of an Autocall Valuation Date.
- **"Basket Rate"** means, in respect of an Autocall Valuation Date, the percentage determined by the Determination Agent as follows:
 - (a) if 'Best-of' is specified in the Issue Terms, the highest rate of each Underlying Asset (which may be (i) a Floating Rate, (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price, in any case specified as in the Issue Terms) in the Basket observed on the relevant Autocall Valuation Date;
 - (b) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Underlying Asset (which may be (i) a Floating Rate, (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price, in any case specified as in the Issue Terms) in the Basket observed on the relevant Autocall Valuation Date;
 - (c) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Underlying Asset (which may be (i) a Floating Rate, (ii) Inverse Floating Rate, (iii) Inflation Performance, (iv) FX Rate or (v) Valuation Price, in any case specified as in the Issue Terms) in the Basket observed on the relevant Autocall Valuation Date multiplied by the relevant Weight of such Underlying Asset specified in the Issue Terms;
 - (d) if 'Rainbow Basket' is specified in the Issue Terms, the Rainbow Basket Rate;
 - (e) if 'Jade Basket' is specified in the Issue Terms, the Jade Basket Rate;
or
 - (f) if 'Temple Basket' is specified in the Issue Terms, the Temple Basket Rate.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Floating Rate"** means, in respect of an Autocall Valuation Date, the percentage rate of interest per annum as determined in accordance with the Floating Rate Conditions in respect of such Autocall Valuation Date.
- **"Inflation Index"** means the index specified as such in the Issue Terms.
- **"Inflation Index Level"** means the level of the Inflation Index first published or announced for the relevant Reference Month, as determined by the Determination Agent, subject to the Inflation Linked Annex.
- **"Inflation Performance"** means, in respect of any Autocall Valuation Date,
 - (i) where the Issue Terms specifies that 'Year-on-Year' applies, a number determined by subtracting one (1) from the quotient of (A)

the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month falling 12 months prior to such Reference Month ("**Inflation Index_(t-1)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(t-1)}} \right) - 1$$

(ii) where the Issue Terms specifies that 'Cumulative' applies, a number determined as the quotient of (A) the Inflation Index Level for the calendar month specified to be the Reference Month ("**Inflation Index_(t)**"); divided by (B) the Inflation Index Level for the month specified in the Issue Terms as corresponding to the Initial Valuation Date ("**Inflation Index_(initial)**"); as determined by the Determination Agent. This can be expressed mathematically as:

$$\left(\frac{\text{Inflation Index}_{(t)}}{\text{Inflation Index}_{(initial)}} \right)$$

- "**Initial Price_(Settlement)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Issue Currency**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Jade Barrier**" means, in respect of Underlying Asset (i), the percentage rate specified as such in the Issue Terms in respect of such Underlying Asset.
- "**Jade Basket Rate**" means the sum of each Jade Rate (i) multiplied by the Weight (i) applicable to such Jade Rate.
- "**Jade Rate (i)**" means, in respect of an Autocall Valuation Date and an Underlying Asset (i), (i) if the rate of such Underlying Asset (i) observed on such Autocall Valuation Date is equal to or higher than the applicable Jade Barrier (i), the Jade Replacement Rate (i); or (ii) if the rate of such Underlying Asset (i) observed on such Autocall Valuation Date is lower than the Jade Barrier (i), such rate of such Underlying Asset (i) as observed on such Autocall Valuation Date.
- "**Jade Replacement Rate (i)**" means, in respect of Underlying Asset (i), the percentage specified as such in the Issue Terms in respect of such Underlying Asset.
- "**Lowest Asset Performance**" means, in respect of an Underlying Asset and an Autocall Valuation Date, the minimum Autocall Performance for such Underlying Asset determined in respect of each Autocall Valuation Date occurring prior to such Autocall Valuation Date.
- "**Lowest Weighted Modified Asset Performance**" means, in respect of an Autocall Valuation Date, the minimum Summed Weighted Modified Asset Performance determined in respect of each Autocall Valuation Date occurring prior to such Autocall Valuation Date.
- "**Magnetic Barrier Floor Percentage**" means the percentage specified as such in the Issue Terms.
- "**Magnetic Barrier Multiplier**" means:
 - (a) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Single Asset' or 'Worst-of' or 'Worst-of

Memorizer' or 'Best-of', in respect of an Underlying Asset and an Autocall Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the Lowest Asset Performance in respect of such Underlying Asset and Autocall Valuation Date; or

- (b) if the Issue Terms specifies the 'Underlying Performance Type_(Autocall)' to be 'Basket', in respect of an Autocall Valuation Date, the greater of (a) the Magnetic Barrier Floor Percentage and (b) the Lowest Weighted Modified Asset Performance in respect of such Autocall Valuation Date.

"Number of Required Autocall Conditions" means, in respect of an Autocall Valuation Date, the number and relevant conditions each as specified in the Issue Terms.

- **"Partial Automatic Settlement (Autocall) Event"** shall occur, in relation to an Autocall Valuation Date and a Partial Settlement Proportion, where each of the Underlying Assets for the purposes of this General Condition 14 is a Reference Rate:
 - (i) if the Issue Terms specifies 'Partial Automatic Settlement (Autocall) (bullish)' to be 'Applicable', if the Autocall Reference is greater than or equal to the relevant Autocall Barrier or one of the Autocall Barriers;
 - (ii) if the Issue Terms specifies 'Partial Automatic Settlement (Autocall) (bearish)' to be 'Applicable', if the Autocall Reference is less than or equal to the relevant Autocall Barrier or one of the Autocall Barriers; or
 - (iii) if the Issue Terms specifies 'Partial Automatic Settlement (Autocall) (collar)' to be 'Applicable', if the Autocall Reference is greater than or equal to the relevant Autocall Lower Barrier and less than or equal to the relevant Autocall Upper Barrier.
- **"Partial Autocall Proportion"** means, in relation to an Autocall Valuation Date,
 - (a) if there is one Autocall Barrier (or pair of Autocall Lower Barrier and Autocall Upper Barrier) in respect of an Autocall Valuation Date, the percentage of the Calculation Amount as specified in the Issue Terms; and
 - (b) if there are multiple Autocall Barriers, the percentage of the Calculation Amount specified as applicable to (a) in the case of 'Partial Automatic Settlement (Autocall) (bullish)' the highest Autocall Barrier (i) reached by the Autocall Reference, or (b) in the case of 'Partial Automatic Settlement (Autocall) (bearish)' the lowest Autocall Barrier (i) reached by the Autocall Reference.
- **"Rainbow Basket Rate"** means, the sum of each rate of an Underlying Asset (i) multiplied in each case by the Rainbow Weight of the rate of such Underlying Asset (i).
- **"Rainbow Rank"** means, in respect of an Underlying Asset (i) and an Autocall Valuation Date (or any other relevant day for the purposes of a determination of a Rainbow Basket Rate), the integer corresponding to the position of such Underlying Asset (i) after ranking the Underlying Assets in order of their value, such that the Underlying Asset with the highest value is assigned Rainbow Rank 1 and the Underlying Asset with the lowest value is

assigned Rainbow Rank 'n' (where 'n' is the total number of Underlying Assets in respect of the Basket). In the event that more than one Underlying Asset has the same value, the Determination Agent shall select the Rainbow Rank to assign to such Underlying Asset in respect of such day.

- **"Rainbow Weight (i)"** means the percentage specified as such in the Issue Terms corresponding to row (i) of Rainbow Rank (i).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Spread Rate"** means, in respect of an Autocall Valuation Date, the rate determined as the sum of (A) (x) the Autocall Reference Rate 1 minus the product of the Leverage (provided that, if no such amount is specified, the Leverage shall be deemed to be 1) and Autocall Reference Rate 2, multiplied by (y) the number specified as the 'Participation_(Autocall)' in the Issue Terms (provided that, if no such amount is specified, the Participation_(Autocall) shall be deemed to be 1) and (B) the 'Spread' percentage rate specified in the Issue Terms.

The Spread Rate can also be expressed formulaically as follows:

$$\begin{aligned} & [\text{Autocall Reference Rate 1} \\ & \quad - (\text{Leverage} \times \text{Autocall Reference Rate 2})] \\ & \quad \times \text{Participation}_{(\text{Autocall})} + \text{Spread} \end{aligned}$$

- **"Starting Barrier Percentage"** means the percentage rate specified as such in the Issue Terms.
- **"Summed Weighted Modified Asset Performance"** means, in respect of an Autocall Valuation Date, the sum of the Weighted Modified Autocall Performance in respect of each Underlying Asset and such Autocall Valuation Date.
- **"Temple Basket Rate"** means the sum of each Temple Rate (i) multiplied by the Weight (i) applicable to such Temple Rate.
- **"Temple Rank"** means, in respect of a Temple Rate (i), the integer corresponding to the position of such Temple Rate (i) after ranking the Temple Rates in order of their value, such that the Temple Rate with the highest value is assigned Temple Rank 1 and the Temple Rate with the lowest value is assigned Temple Rank 'n' (where 'n' is the total number of Temple Rates in respect of the Basket).
- **"Temple Rate (i)"** means, in respect of an Autocall Valuation Date and an Underlying Asset (i), (i) if the Temple Rank of such Underlying Asset (i) is between 1 and j, the Temple Replacement Rate (i); or (ii) if the Temple Rank of such Underlying Asset (i) is between j+1 and n, such rate of such Underlying Asset (i) observed on such Autocall Valuation Date.

where:

"j" means a specified integer in the Issue Terms which has a value between 1 (inclusive) to n (exclusive).

"n" means the total number of Underlying Assets in the Basket.

- **"Temple Replacement Rate"** means, in respect of Underlying Asset (i), the percentage specified as such in the Issue Terms in respect of such Underlying Asset.

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset (i)"** means, in respect of a Basket, each underlying asset for an Autocall Valuation Date (or any other relevant day (as applicable)) determined in accordance with these Terms and Conditions and where i is a number from (and including) 1 to (and including) y as specified in the Issue Terms.
- **"Variable Barrier Cap"** means, in respect of any Variable Barrier (Autocall), Variable Lower Barrier (Autocall) or Variable Upper Barrier (Autocall), as applicable, the percentage specified as such in the Issue Terms.
- **"Variable Barrier Determination Rate"** means, in respect of the Variable Barrier (Autocall), the Variable Lower Barrier (Autocall) or the Variable Upper Barrier (Autocall), as applicable, the Reference Rate (which may be the Specified Swap Rate or Interest Rate Index, if so specified), the Inverse Floating Rate, the FX Rate, Autocall Combined Reference, the Inflation Performance or the Valuation Price of an Underlying Asset as specified in the Issue Terms and having the other terms as specified as applicable to 'Variable Barrier Determination Rate' in the Issue Terms.
- **"Variable Barrier Determination Rate (i)"** means, in respect of the Variable Barrier (Autocall), the Variable Lower Barrier (Autocall) or the Variable Upper Barrier (Autocall), as applicable,
 - (a) if the Issue Terms specifies 'Averaging-out', the arithmetic average of the Variable Barrier Determination Rate observed during the Autocall Observation Period; or
 - (b) if the Issue Terms specifies 'Min Lookback-out', the lowest Variable Barrier Determination Rate observed during the Autocall Observation Period; or
 - (c) if the Issue Terms specifies 'Max Lookback-out', the maximum Variable Barrier Determination Rate observed during the Autocall Observation Period; or
 - (d) if none of items (a) to (c) (inclusive) applies, the Variable Barrier Determination Rate observed on the Autocall Observation Date.
- **"Variable Barrier Floor"** means, in respect of any Variable Barrier (Autocall), Variable Lower Barrier (Autocall) or Variable Upper Barrier (Autocall), as applicable, the percentage specified as such in the Issue Terms.
- **"Variable Barrier (Autocall)"** or **"Variable Barrier (Autocall) (i)"** means the percentage rate determined by the Determination Agent as follows:
 - (i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;
 - (ii) if 'Worst-of' is specified in the Issue Terms, the lowest rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;
 - (iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date multiplied by the relevant Weight (i) of such Variable Barrier Determination Rate (i) specified in the Issue Terms;

(iv) if the Issue Terms specifies 'Forward', the Variable Barrier Determination Rate observed on the Autocall Observation Date plus or minus the Autocall Reference Rate Spread;

(v) if the Issue Terms specifies 'As observed', the Variable Barrier Determination Rate observed on the Autocall Observation Date,

(vi) if the Issue Terms specifies 'Magnetic Barrier (bullish)', the higher of (i) the Autocall Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Variable Barrier Determination Rate observed up to the immediately preceding Autocall Observation Date provided that the Variable Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage; or

(vii) if the Issue Terms specifies 'Magnetic Barrier (bearish)', the lower of (i) the Autocall Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Variable Barrier Determination Rate observed up to the immediately preceding Autocall Observation Date provided that the Variable Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage,

subject in each case to the maximum of the Variable Barrier Cap and/or the minimum of the Variable Barrier Floor, if specified in the Issue Terms. If on any day during the Autocall Observation Period or on the Autocall Observation Date there is no Variable Barrier Determination Rate observed, the applicable rate shall be the last available rate on the immediately preceding Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Lower Barrier (Autocall)"** means the percentage rate determined by the Determination Agent as follows:

(i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;

(ii) if 'Worst-of' is specified in the Issue Terms, rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;

(iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date multiplied by the relevant Weight (i) of such Variable Barrier Determination Rate (i) specified in the Issue Terms;

(iv) if the Issue Terms specifies 'Forward', the Variable Barrier Determination Rate observed on the Autocall Observation Date plus or minus the Autocall Reference Rate Spread; or

(v) if the Issue Terms specifies 'As observed', the Variable Barrier Determination Rate observed on the Autocall Observation Date, or

(vi) if the Issue Terms specifies 'Magnetic Barrier (bullish)', the higher of (i) the Autocall Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Variable Barrier Determination Rate observed up to the immediately preceding Autocall Observation Date provided that the Variable Lower Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage; or

(vii) if the Issue Terms specifies 'Magnetic Barrier (bearish)', the lower of (i) the Autocall Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Variable Barrier Determination Rate observed up to the

immediately preceding Autocall Observation Date provided that the Variable Lower Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage,

subject in each case to the maximum of the Variable Barrier Cap and/or the minimum of the Variable Barrier Floor, if specified in the Issue Terms. If on any day during the Autocall Observation Period or on the Autocall Observation Date there is no Variable Barrier Determination Rate observed, the applicable rate shall be the last available rate on the immediately preceding Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Variable Upper Barrier (Autocall)"** means the percentage rate determined by the Determination Agent as follows:

(i) if 'Best-of' is specified in the Issue Terms, the highest rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;

(ii) if 'Worst-of' is specified in the Issue Terms, rate of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date;

(iii) if 'Weighted Basket' is specified in the Issue Terms, the sum of each Variable Barrier Determination Rate (i) observed in respect of the Autocall Observation Date multiplied by the relevant Weight (i) of such Variable Barrier Determination Rate (i) specified in the Issue Terms;

(iv) if the Issue Terms specifies 'Forward', the Variable Barrier Determination Rate observed on the Autocall Observation Date plus or minus the Autocall Reference Rate Spread; or

(v) if the Issue Terms specifies 'As observed', the Variable Barrier Determination Rate observed on the Autocall Observation Date, or

(vi) if the Issue Terms specifies 'Magnetic Barrier (bullish)', the higher of (i) the Autocall Floor and (ii) the lower of (A) the Starting Barrier Percentage and (B) the lowest Variable Barrier Determination Rate observed up to the immediately preceding Autocall Observation Date provided that the Variable Upper Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage; or

(vii) if the Issue Terms specifies 'Magnetic Barrier (bearish)', the lower of (i) the Autocall Cap and (ii) the higher of (A) the Starting Barrier Percentage and (B) the highest Variable Barrier Determination Rate observed up to the immediately preceding Autocall Observation Date provided that the Variable Upper Barrier (Autocall) in respect of the first Autocall Observation Date shall be the Starting Barrier Percentage,

subject in each case to the maximum of the Variable Barrier Cap and/or the minimum of the Variable Barrier Floor, if specified in the Issue Terms. If on any day during the Autocall Observation Period or on the Autocall Observation Date there is no Variable Barrier Determination Rate observed, the applicable rate shall be the last available rate on the immediately preceding Business Day or Scheduled Trading Day, as applicable, on which such rate is available.

- **"Weight (i)"** means, in respect of an Underlying Asset or rate in a Basket, the weighting specified as such in the Issue Terms.

14. OPTIONAL EARLY SETTLEMENT EVENT

(a) **Application and Type**

If the Issue Terms specifies 'Optional Early Settlement Event' to be 'Applicable', this General Condition 14 will apply. Unless 'At Maturity Value – Issuer Call' or 'At Maturity Value – Holder Put' is specified to be 'Applicable', the Issue Terms will specify the 'Option Type' to be:

- Call-European;
- Call-Bermudan;
- Put-European; or
- Put-Bermudan.

The right to require redemption of French Securities must be exercised in accordance with the rules and procedures of Euroclear France and if there is any inconsistency between the above and the rules and procedures of Euroclear France, then the rules and procedures of Euroclear France shall prevail.

(b) **Certain information to be found in the Issue Terms**

The Issue Terms will contain provisions applicable to the Optional Early Settlement Event provisions and must be read in conjunction with this General Condition 14 for full information on the manner in which an option may be exercised. In particular, the Issue Terms will specify the following information items where relevant to the particular Securities:

- the Issuer Option Exercise Period(s) or the Holder Option Exercise Period(s);
- if applicable, the Issuer Call Early Settlement Percentage or the Holder Put Early Settlement Percentage used to calculate the Optional Cash Settlement Amount;
- if applicable, the Issuer Call Valuation Date or the Holder Put Valuation Date for the purpose of the calculation of the Optional Cash Settlement Amount; and
- if applicable, the Optional Cash Settlement Date(s).

14.1 **Optional Early Settlement – Issuer Call**

(a) **Application**

This General Condition 14.1 applies only to those Securities for which the Issue Terms specifies 'Optional Early Settlement Event' to be 'Issuer Call'.

(b) **Optional Cash Settlement Amount**

The Issuer may (at its option) elect to redeem or cancel (as applicable) all (but not some only) of the Securities in whole (but not in part) prior to the Scheduled Settlement Date on the date (or dates) specified as an 'Optional Cash Settlement Date' (each an "**Optional Cash Settlement Date**") in the Issue Terms for a cash amount per Calculation Amount (the "**Optional Cash Settlement Amount**") equal to:

$$\text{Issuer Call Early Settlement Percentage} \times \text{Calculation Amount}$$

provided that in case of Zero Coupon Securities all reference to 'Calculation Amount' shall instead mean 'Amortised Face Amount'.

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

In case of Notes listed and admitted to trading on the regulated market of Borsa Italiana MOT, the early redemption amount shall be at least equal to the full nominal or par value of the Notes. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

(c) **Exercise**

(i) **Call-European**

The Issuer may exercise a Call-European option on any Business Day (such day, the "**Issuer Option Exercise Date**") falling within the period specified as the Issuer Option Exercise Period (the "**Issuer Option Exercise Period**") in the Issue Terms (an "**Optional Early Settlement Event**").

To exercise a Call-European Option, the Issuer shall give an irrevocable notice (such notice, the "**Early Redemption Notice**") to the Holders in accordance with General Condition 33 (*Notices*) on a date falling not less than the number of Business Days preceding the Optional Cash Settlement Date as is specified in the Issue Terms as the 'Issuer Notice Period Number' of Business Days (provided that such number shall not be less than 5 and if no such number is specified it shall be deemed to be 5) (the "**Issuer Notice Period Number**").

The Issuer Option Exercise Date will be specified by the Issuer in the Early Redemption Notice and may fall on or after the date on which the relevant Early Redemption Notice is given to Holders.

(ii) **Call-Bermudan**

The Issuer may exercise a Call-Bermudan option on any Business Day (such day, the "**Issuer Option Exercise Date**") falling within the period specified as the Issuer Option Exercise Period (the "**Issuer Option Exercise Period**") in the Issue Terms (an "**Optional Early Settlement Event**").

To exercise a Call-Bermudan Option, the Issuer shall give an irrevocable notice (such notice, the "**Early Redemption Notice**") to the Holders in accordance with General Condition 33 (*Notices*) on a date falling not less than the number of Business Days preceding the Optional Cash Settlement Date for such Issuer Option Exercise Period as is specified in the Issue Terms as the 'Issuer Notice Period Number' of Business Days (provided that such number shall not be less than 5 and if no such number is specified it shall be deemed to be 5) (the "**Issuer Notice Period Number**"). The Issue Terms will specify which Optional Cash Settlement Date applies to which Issuer Option Exercise Period.

The Issuer Option Exercise Date will be specified by the Issuer in the Early Redemption Notice and may fall on or after the date on which the relevant Early Redemption Notice is given to Holders.

(d) **Relevant defined terms**

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Issuer Call Early Settlement Percentage"** means the percentage specified in the Issue Terms (which amount may differ depending on the relevant Optional Cash Settlement Date) or, if no such amount is specified, 100 per cent., as determined by the Determination Agent.
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

14.2 **Optional Early Settlement – Holder Put**

(a) **Application**

This General Condition 14.2 applies only to those Securities for which the Issue Terms specifies 'Optional Early Settlement Event' to be 'Holder Put'.

(b) **Optional Cash Settlement Amount**

A Holder may (at its option) elect that a Security be redeemed in whole (but not in part) prior to the Scheduled Settlement Date on the date (or dates) specified as an 'Optional Cash Settlement Date' (each an **"Optional Cash Settlement Date"**) in the Issue Terms for a cash amount per Calculation Amount (the **"Optional Cash Settlement Amount"**) equal to:

$$\text{Holder Put Early Settlement Percentage} \times \text{Calculation Amount}$$

provided that in case of Zero Coupon Securities all reference to 'Calculation Amount' shall instead mean 'Amortised Face Amount'.

In the case of Securities having a Settlement Currency that is different from the Issue Currency, unless the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', the Interest Amount shall be converted into the Settlement Currency at the Conversion Rate (FX) on the relevant Observation Date (FX).

In case of Notes listed and admitted to trading on the regulated market of Borsa Italiana MOT, the early redemption amount shall be at least equal to the full nominal or par value of the Notes. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

(c) **Exercise**

(i) **Put-European**

A Holder may exercise a Put-European option by giving not less than the Put Notice Period Number of Business Days' irrevocable notice to the Issuer in accordance with General Condition 33 (*Notices*) on any Business Day falling within the period specified as the Holder

Option Exercise Period (the "**Holder Option Exercise Period**") in the Issue Terms (an "**Optional Early Settlement Event**").

The last day of the Holder Option Exercise Period shall be a date falling not less than the Put Notice Period Number of Business Days preceding the Optional Cash Settlement Date.

(ii) **Put-Bermudan**

A Holder may exercise a Put-Bermudan option by giving not less than the Put Notice Period Number of Business Days' irrevocable notice to the Issuer in accordance with General Condition 33 (*Notices*) on any Business Day falling within a period specified as a Holder Option Exercise Period (each, a "**Holder Option Exercise Period**") in the Issue Terms (an "**Optional Early Settlement Event**").

The last day of each Holder Option Exercise Period shall be a date falling not less than the Put Notice Period Number of Business Days preceding the Optional Cash Settlement Date.

(d) **Other exercise provisions**

In the event that any option of any Holder is exercised, such Holder must deposit (in the case of Bearer Securities) the relevant Bearer Securities (together with all unmatured or unexchanged Coupons and/or Receipts) with any Paying Agent or (in the case of Registered Securities) the relevant Global Registered Security or Definitive Registered Security representing such Registered Securities with the Registrar or any Transfer Agent at its specified office together with the duly completed irrevocable option exercise notice in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) (the "**Option Exercise Notice**"). If the Securities are Cleared Securities, such option may be exercised by the relevant Holder giving an Option Exercise Notice to the Issue and Paying Agent through the Relevant Clearing Systems stating the nominal amount of Securities in respect of which the option is exercised and the relevant Common Depositary, custodian or nominee shall deposit and surrender the relevant Securities in accordance with the Relevant Rules. No transfers of interests in Cleared Securities in respect of which an Option Exercise Notice has been delivered will be valid and an Option Exercise Notice in respect of Cleared Securities must be accompanied by a copy of instructions given to the Relevant Clearing System by the relevant Accountholder that the Accountholder's account be blocked for such purposes. No Securities so deposited and option exercised may be withdrawn (except as provided in the Master Agency Agreement) without the prior consent of the Issuer. In all cases, the exercise of any put option in respect of Securities that are Cleared Securities must be exercised in accordance with the Relevant Rules and, to the extent there is any inconsistency between the terms set out herein and the Relevant Rules, such Relevant Rules shall prevail.

(e) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Conversion Rate (FX)**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Holder Put Early Settlement Percentage**" means the percentage specified in the Issue Terms (which amount may differ depending on

the relevant Optional Cash Settlement Date) or, if no such amount is specified, 100 per cent., as determined by the Determination Agent.

- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Put Notice Period Number"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Observation Date(s) (FX)"** means each date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

14.3 **Optional Early Settlement - At Maturity Value - Issuer Call**

(a) **Application**

This General Condition 14.3 applies only to those Securities for which the Issue Terms specifies 'Optional Early Settlement Event' to be 'At Maturity Value – Issuer Call'.

(b) **Optional Cash Settlement Amount**

By giving irrevocable notice ("**Issuer Call Notice**") to Holders in accordance with General Condition 33 (*Notices*) on any Business Day (such date, the "**Issuer Call Exercise Date**", and such event, an "**Optional Early Settlement Event**") falling within a period specified as an Issuer Option Exercise Period (the "**Issuer Option Exercise Period**") in the Issue Terms, the Issuer may (at its option) elect to redeem or cancel (as applicable) all (but not some only) of the Securities in whole (but not in part) on the date specified as an 'Optional Cash Settlement Date' (the "**Optional Cash Settlement Date**") in the Issue Terms for a cash amount per Calculation Amount (the "**Optional Cash Settlement Amount**") equal to the Final Cash Settlement Amount as determined in accordance with General Condition 15.26 (*MaxNav DeltaOne*), provided that: all references to the "Final Valuation Date" shall instead mean the "Issuer Call Valuation Date".

Notwithstanding the above, if the Issuer receives a Holder Put Notice from the Holder(s) of the Securities in accordance with General Condition 33 (*Notices*) following due exercise of the Holders' put option pursuant to General Condition 14.4 (*Optional Early Settlement – At Maturity Value – Holder Put*) after the exercise of its call option on the Issuer Call Exercise Date pursuant to this General Condition 14.3 (*Optional Early Settlement - At Maturity Value - Issuer Call*) but prior to the Issuer Call Valuation Date, the Securities will be redeemed or cancelled (as applicable) in accordance with General Condition 14.4 (*Optional Early Settlement – At Maturity Value – Holder Put*) below.

(c) **Relevant defined terms**

- **"Issuer Call Valuation Date"** means the date falling such number of Business Days after the Issuer Call Exercise Date as specified in the Issue Terms, provided that the Issuer Call Valuation Date shall be subject to Equity Linked Condition 3 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities or Index Linked Securities), Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities) or Barclays Index Linked Condition 2 (*Adjustments of Determination*

Dates for non-Scheduled Trading Days), Barclays Index Linked Condition 3 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities) or Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities) and if it falls on a day later than the Final Valuation Date it shall be deemed to be the Final Valuation Date.

14.4 Optional Early Settlement – At Maturity Value – Holder Put

(a) Application

This General Condition 14.4 applies only to those Securities for which the Issue Terms specifies 'Optional Early Settlement Event' to be 'At Maturity Value – Holder Put'.

(b) Optional Cash Settlement Amount

Provided that an Issuer Call Valuation Date following due exercise of the Issuer's call option on the Issuer Call Exercise Date pursuant to General Condition 14.3 (*Optional Early Settlement - At Maturity Value - Issuer Call*) has not occurred in respect of the Securities on a day prior to the date of receipt by the Issuer of a Holder Put Notice from the Holder(s) of the Securities in accordance with General Condition 33 (*Notices*) (and that the Issuer has not otherwise served notice of the early redemption of the Securities under the Conditions on or prior to the Holder Put Exercise Date), by giving irrevocable notice ("**Holder Put Notice**") to the Issuer in accordance with General Condition 33 (*Notices*) on any Business Day (such date, the "**Holder Put Exercise Date**", and such event, an "**Optional Early Settlement Event**") falling within a period specified as a Holder Option Exercise Period (the "**Holder Option Exercise Period**") in the Issue Terms, the Holder may (at its option) elect to redeem some or all of the Securities held by it in whole (but not in part) on the date specified as an 'Optional Cash Settlement Date' (the "**Optional Cash Settlement Date**") in the Issue Terms for a cash amount per Calculation Amount (the "**Optional Cash Settlement Amount**") equal to the Final Cash Settlement Amount as determined in accordance with General Condition 15.26 (*MaxNav DeltaOne*), provided that all references to the "Final Valuation Date" shall instead mean the "Holder Put Valuation Date". The Holder shall give notice in the form of an "Option Exercise Notice" as exhibited in the Master Agency Agreement and specify in such notice the aggregate nominal amount or aggregate number of the Securities held by it which it elects to redeem.

(c) Relevant defined terms

- "**Holder Put Valuation Date**" means the date falling such number of Business Days after the Holder Put Exercise Date as specified in the Issue Terms, provided that the Holder Put Valuation Date shall be subject to Equity Linked Condition 3 (*Consequences of Disrupted Days*) (in the case of Share Linked Securities or Index Linked Securities), Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities) or Barclays Index Linked Condition 2 (*Adjustments of Determination Dates for non-Scheduled Trading Days*), Barclays Index Linked Condition 3 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities) or Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities)

and if it falls on a day later than the Final Valuation Date it shall be deemed to be the Final Valuation Date.

15. **FINAL SETTLEMENT**

(a) **Final Settlement Type**

The Issue Terms will indicate whether the 'Final Settlement Type' that the Securities will pay is:

- Fixed;
- Capped (including Vanilla Barrier – Autocall, Vanilla Barrier – Reverse Convertible, Knock-in Barrier – American – Autocall, Knock-in Barrier – American – Reverse Convertible, Knock-in Barrier – European and Worst-of Memorizer);
- Up & Out Note, Type 1;
- Up & Out Note, Type 2;
- Supertracker (and whether the Switch Option applies);
- Ladder;
- Discount;
- Bonus;
- Capped Bonus;
- Bull Bear (constant upside participation);
- Bull Bear (variable upside participation);
- Delta One;
- Delta One (with fee drain);
- Fixed Settlement (FX);
- Participation Settlement (FX);
- Market Plus Settlement (FX);
- Digital Settlement (FX);
- Digital Plus Settlement (FX);
- Cash Plus Settlement (FX);
- Barrier with Rebate Settlement (FX);
- Tracker Settlement (FX);
- Supertracker Settlement (FX);
- Put Spread;
- Twin Win;
- Ladder Call;

- MaxNav DeltaOne (and, in such case, the Issue Terms may also indicate that the Scheduled Settlement Date in respect of the Securities is Open-ended);
- Drop Back;
- Inflation-Linked;
- Digital Settlement.
- Bond-Linked Pass-Through;
- Bond Linked – Reverse Convertible Settlement;
- Bond Linked – Physical Delivery Settlement;
- Orion Basket;
- Floating (Variable); or
- Floating (Variable) (with lock-in)

For the avoidance of doubt, where the value(s) of one or more Underlying Assets in respect of one or more days (each a “Threshold Valuation”) are used to determine in respect of any date for final valuation (howsoever described) whether a condition is met, the order of performance of any such Underlying Assets, or otherwise for the purposes of determining any further applicable Underlying Asset valuation, in each case as then used for the calculation of the amount(s) due on settlement of the Securities as set out below, each such Threshold Valuation shall be made prior to any such other determination and/or calculation.

In addition, in case of Notes listed and admitted to trading on the regulated market of Borsa Italiana MOT, the redemption amount at maturity shall be at least equal to the full nominal or par value of the Notes. The amount of principal can only be reduced or cancelled as part of a bankruptcy, insolvency or similar type of proceeding resulting in a restructuring of the debt obligations of the Issuer, or reorganisation of the Issuer.

(b) Certain information to be found in the Issue Terms

The Issue Terms will contain provisions applicable to the Final Settlement provisions and must be read in conjunction with this General Condition 15 for full information on the manner in which the Final Cash Settlement Amount will be calculated. In particular, the Issue Terms will specify the following information items where relevant to the particular Securities:

- the Underlying Asset(s) (including, if applicable, the Underlying Asset(s)_(Final Settlement));
- the Initial Price_(Settlement) (or the method of determining the Initial Price_(Settlement)) of each Underlying Asset;
- the Calculation Amount;
- the SPP or the Strike Price Percentage;
- the LSSP or the Lower Strike Price Percentage;
- the FBP or the Final Barrier Percentage;
- the Initial Valuation Date;
- the Final Valuation Date;

- any specified Trigger Event Observation Date;
- the American Barrier Type;
- the Vanilla Barrier Type;
- the Knock-in Barrier Type;
- the Knock-in Barrier Price;
- the Knock-in Barrier Price(1);
- the Knock-in Barrier Price(2);
- the Knock-in Barrier Percentage;
- the Knock-in Barrier Percentage(1);
- the Knock-in Barrier Percentage(2);
- the Knock-in Trigger Event;
- the Knock-out Trigger Event;
- the Local Cap;
- the Local Floor;
- the Protection Level;
- the Participation_(Settlement);
- the Participation1_(Settlement);
- the Participation2_(Settlement);
- the Rebate Rate;
- the Cap_(Settlement);
- the Ladder Barrier Observation Date(s);
- the Ladder Barrier Percentage;
- the Ladder Type;
- the Bonus;
- the Leverage;
- the Dparticipation;
- the Uparticipation;
- the Worst-of Memorizer Observation Date(s);
- the Worst-of Memorizer Barrier Percentage;
- the Up & Out Observation Date(s);
- the Up & Out Barrier Percentage;

- the Up & Out Barrier Price;
- the PostTriggerUp participation;
- the PreTriggerUp participation;
- the Underlying Performance Type_(Settlement);
- the Trigger Event Type;
- details of any applicable Inflation Index
- details of any applicable Switch Option;
- the Type of FX(i,t);
- the Fixed Settlement Percentage;
- the Upside Strike Shift;
- the Downside Strike Shift;
- the Floor;
- the Protection Barrier;
- the Digital Percentage;
- the Digital Strike;
- the Bonus Percentage;
- the Rebate Barrier;
- whether Ladder Trigger Event Downside Deactivation applies;
- the Weight;
- the Rainbow Weight;
- the Rainbow Profile;
- the Rainbow Profile Component Weight;
- whether Downside applies and information relating to the Downside;
- whether Short Downside applies and information relating to the Short Downside;
- whether Upside applies and information relating to the Upside;
- the Initial Cash Allocation;
- the Initial Equity Investment Allocation;
- the Reinvestment Allocation_(i);
- whether the "Valuation Price Determination" or the "Reinvestment Trigger Barrier Determination" is applicable for the purposes of determining the Reinvestment Price_(i);
- whether Reference Currency Payments is applicable;

- the Bond Price Fixing;
- the Relevant Bond Price;
- the Underlying Assets Clean Strike Price;
- the Underlying Assets Forward Accrued Coupon; and
- the Underlying Assets Valuation Time.

(c) **Application of cash proceeds to purchase and deliver Underlying Asset Provisions**

If the relevant final settlement provision in this General Condition 15 provides that the 'Application of cash proceeds to purchase and deliver Underlying Asset Provisions' apply, rather than pay the applicable Final Cash Settlement Amount to the Holders, the Issuer shall instead redeem or cancel each Security on the Scheduled Settlement Date by applying the Final Cash Settlement Amount to purchase Deliverable Underlying Asset(s) in an amount equal to the Final Physical Delivery Entitlement and delivering such amount to Holders (subject to General Condition 10 (*Settlement*)), together with paying the Residual Cash Amount (if any) to Holders.

The following terms used above have the following meaning:

- **"Final Physical Delivery Entitlement"** means, in respect of the Deliverable Underlying Asset, the number of units of the Deliverable Underlying Asset equal to:
 - (i) if the Settlement Currency is the same as the Underlying Asset Currency of the Deliverable Underlying Asset, the Final Cash Settlement Amount divided by the Final Valuation Price of the Deliverable Underlying Asset; or
 - (ii) if the Settlement Currency is not the same as the Underlying Asset Currency of the Deliverable Underlying Asset, the Final Cash Settlement Amount multiplied by the Entitlement Exchange Rate and further divided by the Final Valuation Price of the Deliverable Underlying Asset,

provided that any resulting fraction of a deliverable Underlying Asset (the **"Fractional Amount"**) shall be excluded from the Final Physical Delivery Entitlement.
- **"Residual Cash Amount"** means a cash amount in the Settlement Currency rounded to the nearest unit of such currency equal to the Fractional Amount (expressed as a decimal amount) resulting from the calculation of the related Final Physical Delivery Entitlement multiplied by the Final Valuation Price of the Deliverable Underlying Asset (if applicable, converted to the Settlement Currency at the Entitlement Exchange Rate).

15.1 **Fixed Settlement**

(a) **Application**

This General Condition 15.1 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Fixed'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the

Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following:

- (i) if the Issue Terms specifies 'FX Conversion' to be 'Not Applicable', then:

$$\text{Protection Level} \times \text{Calculation Amount}$$

- (ii) if the Issue Terms specifies 'FX Conversion' to be 'Applicable', then:

$$\text{Protection Level} \times \text{Calculation Amount} \times \text{FX Conversion Performance}$$

(c) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Business Day**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FX Conversion Rate**" has the meaning given to it in the Issue Terms.
- "**Final FX Date**" means the date as specified in the Issue Terms.
- "**FX_{Final}**" means the FX Conversion Rate in relation to the Final FX Date, or, if the relevant Final FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- "**FX_{Initial}**" means the FX Conversion Rate in relation to the Initial FX Date, or, if the Initial FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- "**Initial FX Date**" means the date as specified in the Issue Terms.
- "**Protection Level**" means the percentage as specified in the Issue Terms (or, if no such amount is specified, 100 per cent.).

15.2 **Capped Settlement**

(a) **Application**

This General Condition 15.2 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Capped'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be either 'Basket', 'Single Asset', 'Worst-of', 'Best-of' or 'Worst-of Memorizer'. If the Issue Terms specifies 'Downside' to be 'Applicable', the Issue Terms shall further specify the Downside Underlying Performance Type_(Settlement) to be either 'Basket', 'Single Asset', 'Worst-of' or 'Best-of'.

(b) **Cash Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which

will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following:

- (i) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and:
 - (A) if:
 - (I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR
 - (II) the Vanilla Barrier Type is Autocall:
 - (1) $FP \geq FBP$; or
 - (2) $FP \geq SPP$;
 - (III) the Vanilla Barrier Type is Reverse Convertible and $FP \geq SPP$;
 - (IV) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:
 - (1) $FP \geq FBP$;
 - (2) $FP \geq SPP$; or
 - (3) a Knock-in Trigger Event has not occurred;
 - (V) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:
 - (1) $FP \geq SPP$; or
 - (2) a Knock-in Trigger Event has not occurred; or
 - (VI) the Knock-in Barrier Type is European and a Knock-in Trigger Event has not occurred
 - then:

$\text{Final Settlement Level} \times \text{Calculation Amount}$
 - (B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Not Applicable' and:
 - (I) the Issue Terms specifies 'Unleveraged Put' to be 'Not Applicable':

$(FP/SPP) \times \text{Calculation Amount}$
 - (II) the Issue Terms specifies 'Unleveraged Put' to be 'Applicable':

$\text{Max}[0, (FP - SPP) + 100\%] \times \text{Calculation Amount}$
- (ii) if the Issue Terms specifies 'Downside' to be 'Applicable' and either:
 - (A) either:

- (I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR
- (II) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:
 - (1) $FP \geq SPP$;
 - (2) $DFP \geq SPP$; or
 - (3) a Knock-in Trigger Event has not occurred; or
- (III) the Knock-in Barrier Type is European and:
 - (1) $FP \geq SPP$; or
 - (2) a Knock-in Trigger Event has not occurred,

then:

Final Settlement Level $\times$ Calculation Amount

- (B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Applicable':

$(DFP/SPP) \times$ Calculation Amount

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

- (i) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and:
 - (A) if:
 - (I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR
 - (II) the Vanilla Barrier Type is Autocall:
 - (1) $FP \geq FBP$; or
 - (2) $FP \geq SPP$;
 - (III) the Vanilla Barrier Type is Reverse Convertible and $FP \geq SPP$;
 - (IV) the Knock-in Barrier Type is American, the American Barrier Type is Autocall and:
 - (1) $FP \geq FBP$;
 - (2) $FP \geq SPP$; or

- (3) a Knock-in Trigger Event has not occurred;
 - (V) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:
 - (1) $FP \geq SPP$; or
 - (2) a Knock-in Trigger Event has not occurred; or
 - (VI) the Knock-in Barrier Type is European and a Knock-in Trigger Event has not occurred,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount per Calculation Amount in the Settlement Currency equal to Final Settlement Level $\times$ Calculation Amount;

- (B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Not Applicable' and:
 - (I) the Issue Terms specifies 'Unleveraged Put' to be 'Not Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$("Final\ Valuation\ Price" / "Strike\ Price") \times Calculation\ Amount"$$

- (II) the Issue Terms specifies 'Unleveraged Put' to be 'Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$Max[0, (FP - SPP) + 100\%] \times Calculation\ Amount$$

- (ii) if the Issue Terms specifies 'Downside' to be 'Applicable' and:

- (A) either:
 - (I) the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable' and a Worst-of Memorizer Event has occurred; OR
 - (II) the Knock-in Barrier Type is American, the American Barrier Type is Reverse Convertible and:
 - (1) $FP \geq SPP$;
 - (2) $DFP \geq SPP$; or
 - (3) a Knock-in Trigger Event has not occurred; or
 - (III) the Knock-in Barrier Type is European and:

- (1) $FP \geq SPP$; or
- (2) a Knock-in Trigger Event has not occurred,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount per Calculation Amount in the Settlement Currency equal to Final Settlement Level $\times$ Calculation Amount;

- (B) otherwise, provided that the Issue Terms specifies 'Downside' to be 'Applicable', a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$("Final\ Valuation\ Price" / "Strike\ Price") \times Calculation\ Amount$$

In respect of the relevant Downside Underlying Asset(s) only, references to the Deliverable Underlying Asset, Final Valuation Price, Strike Price and other relevant terms shall be construed in respect of such Downside Underlying Asset(s).

(d) **Relevant defined terms**

- **"American Barrier Type"** means Autocall or Reverse Convertible, as specified in the Issue Terms.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"DFP"** or **"Downside Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Downside Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FBP"** or **"Final Barrier Percentage"** means, in relation to the Final Valuation Date, the relevant percentage specified as such in the Issue Terms.
- **"Final Settlement Level"** means 100 per cent., unless a different percentage is specified in the Issue Terms.
- **"FP"** or **"Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-in Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Knock-in Barrier Type"** means American or European, as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means:
 - (i) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the sole Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the sole Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, on any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is

below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and the 'Underlying Performance Type_(Settlement)' to be 'Best-of', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Best Performing Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iv) if the Issue Terms specifies 'Downside' to be 'Not Applicable' and the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance, in respect of any Asset Scheduled Trading Day (in respect of Share Linked Securities, Index Linked Securities, Fund Linked Securities, Barclays Index Linked Securities or Hybrid Basket Linked Securities) from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the

Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage;

OR

(v) if the Issue Terms specifies 'Downside' to be 'Applicable' and the 'Downside Underlying Performance Type_(Settlement)' to be 'Single Asset', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Downside Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Downside Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or

(C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Downside Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Downside Underlying Asset;

OR

(vi) if the Issue Terms specifies 'Downside' to be 'Applicable' and the 'Downside Underlying Performance Type_(Settlement)' to be 'Worst-of', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Downside Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any

Downside Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or

- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Downside Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Downside Underlying Asset;

OR

- (vii) if the Issue Terms specifies 'Downside' to be 'Applicable' and the 'Downside Underlying Performance Type_(Settlement)' to be 'Best-of', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Best Performing Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Downside Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Downside Underlying Asset;

OR

- (viii) if the Issue Terms specifies 'Downside' to be 'Applicable' and the 'Downside Underlying Performance Type_(Settlement)' to be 'Basket', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance, in respect of any Asset Scheduled

Trading Day (in respect of Share Linked Securities, Index Linked Securities, Fund Linked Securities, Barclays Index Linked Securities or Hybrid Basket Linked Securities) from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

In respect of the relevant Downside Underlying Asset(s) only, references to the Underlying Performance Type_(Settlement) shall be construed as the Downside Underlying Performance Type_(Settlement) and references to, and the definitions of, 'Trigger Event Type', Valuation Price, Trigger Event Observation Date, Knock-in Barrier Period Start Date, Knock-in Barrier Period End Date, Knock-in Barrier Price, Scheduled Trading Day, Underlying Asset, Best Performing Underlying Asset, Performance, Asset Scheduled Trading Day, Knock-in Barrier Percentage and other relevant terms shall be construed in respect of such Downside Underlying Asset(s).

- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"SPP" or "Strike Price Percentage"** means:
 - (i) if the Issue Terms specifies 'Downside' to be 'Not Applicable', the percentage as specified in the Issue Terms; or
 - (ii) if the Issue Terms specifies 'Downside' to be 'Applicable':
 - (A) in relation to any calculation in respect of Downside Underlying Asset(s), the 'Underlying Asset(s)_(Downside)' percentage as specified in the Issue Terms; or
 - (B) in relation to any other calculation, the 'Underlying Asset(s)_(Final Settlement)' percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Worst-of Memorizer Event"** if the Issue Terms specifies 'Worst-of Memorizer' to be 'Applicable', if the Performance of each Underlying Asset is, in respect of any Worst-of Memorizer Observation Date, greater than or equal to its Worst-of Memorizer Barrier Percentage corresponding to such Worst-of Memorizer Observation Date.

- **"Worst-of Memorizer Barrier Percentage"** means, in relation to a Worst-of Memorizer Observation Date, the percentage as specified in the Issue Terms.
- **"Worst-of Memorizer Observation Dates"** means each date as specified in the Issue Terms, in each case subject to adjustment in accordance with General Condition 10.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Index Linked Securities), Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), Barclays Index Linked Condition 2 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) (in the case of Barclays Index Linked Securities), or Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).

15.3 Up & Out Note, Type 1

(a) Application

This General Condition 15.3 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Up & Out Note, Type 1'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be either 'Single Asset', 'Worst of' or 'Basket'.

(b) Cash Settlement

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

- (i) If the Issue Terms specifies 'Twinwin Knock-out Trigger Event' to be 'Not Applicable', then:
 - (A) if an Up Trigger Event has occurred:
 - (B) $\text{Protection Level} \times \text{CA} + \text{Rebate Rate} \times \text{CA}$
 - (C) if an Up Trigger Event has not occurred then:
 - (1) if $\text{FP} > \text{SPP}$:
 - (2) $\text{Protection Level} \times \text{CA} + \text{Participation}_{\text{Settlement}} \times (\text{FP} - \text{SPP}) \times \text{CA}$
 - (3) otherwise:
 - (4) $\text{Protection Level} \times \text{CA}$
- (ii) If the Issue Terms specifies 'Twinwin Knock-out Trigger Event' to be 'Applicable', then:
 - (A) if either:
 - (1) Knock-out Barrier Type is American and a Twinwin Knock-out Trigger Event has occurred; or

- (2) Knock-out Barrier Type is European and a Twinwin Knock-out Trigger Event has occurred,

then:

$$\text{Protection Level} \times \text{CA} + \text{Rebate Rate} \times \text{CA}$$

- (B) if either:

- (1) Knock-out Barrier Type is American and a Twinwin Knock-out Trigger Event has not occurred; or

- (2) Knock-out Barrier Type is European and a Twinwin Knock-out Trigger Event has not occurred,

then:

$$\text{CA} \times \text{Max}\{\text{Protection Level} ; [\text{Participation_Settlement} \times \text{Max}(\text{FVP/IP} - 100\% ; 100\% - \text{FVP/IP}) + 100\%]\}$$

(c) **Relevant defined terms**

- "CA" or "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "FP" or "**Final Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "FVP" or "**Final Valuation Price**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "IP" or "**Initial Price**" has the meaning given to the term "Initial Price_(Settlement)" in General Condition 43.1 (*Definitions*).
- "**Knock-out Barrier Period End Date**" means, if applicable, the date as specified in the Issue Terms.
- "**Knock-out Barrier Period Start Date**" means, if applicable, the date as specified in the Issue Terms.
- "**Knock-out Barrier Type**" means American or European, as specified in the Issue Terms.
- "**Lower Barrier Percentage**" means the percentage as specified in the Issue Terms.
- "**Lower Barrier Price**" means, in relation to an Underlying Asset, the Lower Barrier Percentage multiplied by the Initial Price_(Settlement) of such Underlying Asset, the resultant calculation of which may be specified in the Issue Terms.
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Participation**_(Settlement)" means the percentage as specified in the Issue Terms.

- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Protection Level"** means the percentage as specified in the Issue Terms.
- **"Rebate Rate"** means the percentage as specified in the Issue Terms.
- **"SPP" or "Strike Price Percentage"** means the percentage as specified in the Issue Terms.
- **"Twinwin Knock-out Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if the Performance of the Underlying Asset in respect of any Trigger Event Observation Date from (i) (and including); or (ii) but excluding the Knock-out Barrier Period Start Date to (i) (and including); or (ii) but excluding the Knock-out Barrier Period End Date is (i) below; or (ii) at or below the Lower Barrier Percentage or (i) above; or (ii) at or above the Upper Barrier Percentage, in each case as specified in the Issue Terms;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (i) (and including); or (ii) but excluding the Knock-out Barrier Period Start Date to (i) (and including); or (ii) but excluding the Knock-out Barrier Period End Date is (i) below; or (ii) at or below the Lower Barrier Price or (i) above; or (ii) at or above the Upper Barrier Price, in each case as specified in the Issue Terms; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if the Performance of the Underlying Asset in respect of the Trigger Event Observation Date is (i) below; or (ii) at or below the Lower Barrier Percentage or (i) above; or (ii) at or above the Upper Barrier Percentage, in each case as specified in the Issue Terms,

in each case as determined by the Determination Agent.

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst of', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if (a) the Performance of every Underlying Asset in respect of any Trigger Event Observation Date from (i) and including; or (ii) but excluding the Knock-out Barrier Period Start Date to (i) and including; or (ii) but excluding the Knock-out Barrier Period End Date is (i) above; or (ii) at or above the Upper Barrier Percentage or (b) the Performance of any Underlying Asset in respect of any Trigger Event Observation Date from (i) and including; or (ii) but excluding the Knock-out Barrier Period Start Date to (i) and including; or (ii) but excluding the Knock-out Barrier Period End Date is (i) below; or (ii) at or below the Lower Barrier Percentage, in each case as specified in the Issue Terms;
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if (a) the market price, level or net asset value of every Underlying Asset at any time in respect of any Scheduled Trading Day from (i) and including; or (ii) but excluding the Knock-out Barrier Period Start Date to (i) and including; or (ii) but excluding the Knock-out Barrier Period End Date is (i) above; or (ii) at or above the Upper Barrier Price or (b) the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (i) and including; or (ii) but excluding the Knock-out Barrier Period Start Date to (i) and including; or (ii) but excluding the Knock-out Barrier Period End Date is (i) below; or (ii) at or below the Lower Barrier Price, in each case as specified in the Issue Terms; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if (a) the Performance of every Underlying Asset in respect of the Trigger Event Observation Date is (i) above; or (ii) at or above the Upper Barrier Percentage or (b) the Performance of any Underlying Asset in respect of the Trigger Event Observation Date is (i) below; or (ii) at or below the Lower Barrier Percentage, in each case as specified in the Issue Terms,

in each case as determined by the Determination Agent.

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Twinwin Knock-

out Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (i) (and including); or (ii) but excluding the Knock-out Barrier Period Start Date to (i) (and including); or (ii) but excluding the Knock-out Barrier Period End Date is (i) below; or (ii) at or below the Lower Barrier Percentage or (i) above; or (ii) at or above the Upper Barrier Percentage, in each case as specified in the Issue Terms; or

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Twinwin Knock-out Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is (i) below; or (ii) at or below the Lower Barrier Percentage or (i) above; or (ii) at or above the Upper Barrier Percentage.

- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Upper Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Upper Barrier Price"** means, in relation to an Underlying Asset, the Upper Barrier Percentage multiplied by the Initial Price_(Settlement) of such Underlying Asset, the resultant calculation of which may be specified in the Issue Terms.
- **"Up Trigger Event"** means:
 - (i) if the Issue Terms specifies 'Single Asset' to be 'Underlying Performance Type_(Settlement)', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Up & Out Observation Date from (i) and including; or (ii) but excluding the Up & Out Observation Start Date to (i) and including; or (ii) but excluding the Up & Out Observation End Date (i) is above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (i) and including; or (ii) but excluding the Up & Out Observation Start Date to (i) and including; or (ii) but excluding the Up & Out Observation End Date is (i) above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms; or

- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Up & Out Observation Date is (i) above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms;

OR

- (ii) if the Issue Terms specifies 'Worst of' to be 'Underlying Performance Type_(Settlement)', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of every Underlying Asset in respect of any Up & Out Observation Date from (i) and including; or (ii) but excluding the Up & Out Observation Start Date to (i) and including; or (ii) but excluding the Up & Out Observation End Date (i) is above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms;

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of every Underlying Asset at any time in respect of any Scheduled Trading Day from (i) and including; or (ii) but excluding the Up & Out Observation Start Date to (i) and including; or (ii) but excluding the Up & Out Observation End Date is (i) above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms; or

- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of every Underlying Asset in respect of the Up & Out Observation Date is (i) above; or (ii) at or above the Up & Out Barrier Price of such Underlying Asset, in each case as specified in the Issue Terms;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Performance in respect of any Up & Out Observation Date from (i) and including; or (ii) but excluding the Up & Out Observation Start Date to (i) and including; or (ii) but excluding the Up & Out Observation End Date is (i) above; or

(ii) at or above the Up & Out Barrier Percentage, in each case as specified in the Issue Terms; or

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Performance in respect of the Up & Out Observation Date is (i) above; or (ii) at or above the Up & Out Barrier Percentage, in each case as specified in the Issue Terms.

15.4 Up & Out Note, Type 2

(a) Application

This General Condition 15.4 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Up & Out Note, Type 2'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be either 'Single Asset', 'Worst of' or 'Basket'.

(b) Cash Settlement

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

- (i) if an Up Trigger Event has occurred:

$\text{Protection Level} \times \text{Calculation Amount} + \text{Rebate Rate} \times \text{Calculation Amount}$

- (ii) if an Up Trigger Event has not occurred then:

- (A) if $\text{FP} \geq 100\%$:

$\text{Protection Level} \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (\text{FP} - 100\%) \times \text{Calculation Amount}$

- (B) if $\text{FP} < 100\%$ and $\text{FP} \geq \text{Protection Level}$:

$\text{FP} \times \text{Calculation Amount}$

- (C) otherwise:

$\text{Protection Level} \times \text{Calculation Amount}$

(c) Relevant defined terms

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Participation**_(Settlement)" means the percentage as specified in the Issue Terms.
- "**Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).

- **"Protection Level"** means the percentage as specified in the Issue Terms.
- **"Rebate Rate"** means the percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Up Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of any Up & Out Observation Date from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Up & Out Observation Date is above the Up & Out Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of every Underlying Asset in respect of any Up & Out Observation Date from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', an Up Trigger Event shall be deemed to have occurred if the market price, level or net asset value of every Underlying Asset at any time in respect of any Scheduled Trading Day from and including the Up

& Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Price of such Underlying Asset; or

- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Valuation Price of every Underlying Asset in respect of the Up & Out Observation Date is above the Up & Out Barrier Price of such Underlying Asset;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', an Up Trigger Event shall be deemed to have occurred if the Performance in respect of any Up & Out Observation Date from and including the Up & Out Observation Start Date to and including the Up & Out Observation End Date is above the Up & Out Barrier Percentage; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', an Up Trigger Event shall be deemed to have occurred if the Performance in respect of the Up & Out Observation Date is above the Up & Out Barrier Percentage.

15.5 Supertracker

(a) Application

This General Condition 15.5 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Supertracker'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset', 'Worst-of', 'Best-of', 'Outperformance', 'Rainbow Basket' or 'Rainbow Weighted Profile'.

(b) Cash Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following as the sum of:

- (i) an amount equal to:
 - (A) if the Issue Terms specifies 'Downside' to be 'Not Applicable', then:
 - (1) if:

- (a) the Issue Terms specifies 'Downside FX Conversion' to be 'Not Applicable', then:

Protection Level $\times$ Calculation Amount
 - (b) the Issue Terms specifies 'Downside FX Conversion' to be 'Applicable', then:

Protection Level $\times$ Calculation Amount $\times$ FX Conversion Performance
- (B) if the Issue Terms specifies 'Downside' to be 'Applicable', then:
 - (1) if:
 - (a) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Not applicable' and $DFP \geq SPP$;
 - (b) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Applicable' and Knock-in Barrier Type is 'American' and (i) $DFP \geq SPP$ or (ii) a Knock-in Trigger Event has not occurred; or
 - (c) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Applicable' and Knock-in Barrier Type is 'European' and a Knock-in Trigger Event has not occurred,
 then:
 - (i) if the Issue Terms specifies 'Downside FX Conversion' to be 'Not Applicable', then

Protection Level $\times$ Calculation Amount
 - (ii) if the Issue Terms specifies 'Downside FX Conversion' to be 'Applicable', then

Protection Level $\times$ Calculation Amount $\times$ FX Conversion Performance
 - (2) otherwise:
 - (a) if the Issue Terms specifies 'Downside FX Conversion' to be 'Not Applicable', then

 $\text{Max}\{DF, \text{Protection Level} - [DP \times (SPP - DFP)]\} \times \text{Calculation Amount}$
 - (b) if the Issue Terms specifies 'Downside FX Conversion' to be 'Applicable', then

 $\text{Max}\{DF, \text{Protection Level} - [DP \times (SPP - DFP)]\} \times \text{Calculation Amount} \times \text{FX Conversion Performance}$

PLUS

(ii) if the Issue Terms specifies 'Additional OTM Call' to be 'Not Applicable' and if:

(A) $FP \geq USP$, then:

(1) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

(a) if the Issue Terms specifies 'Upside FX Conversion' to be 'Not Applicable', then:

$\text{Max}[\text{Floor}, \text{Participation}_{(\text{Settlement})} \times (FP - USP)] \times \text{Calculation Amount}$

(b) if the Issue Terms specifies 'Upside FX Conversion' to be 'Applicable', then:

$\text{Max}[\text{Floor}, \text{Participation}_{(\text{Settlement})} \times (FP - USP)] \times \text{Calculation Amount} \times \text{FX Conversion Performance}$

(2) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':

(a) if the Issue Terms specifies 'Upside FX Conversion' to be 'Not Applicable', then:

$\text{Max}\{\text{Floor}, \text{Min}[\text{Participation}_{(\text{Settlement})} \times (FP - USP), \text{Cap}_{(\text{Settlement})}]\} \times \text{Calculation Amount}$

(b) if the Issue Terms specifies 'Upside FX Conversion' to be 'Applicable', then:

$\text{Max}\{\text{Floor}, \text{Min}[\text{Participation}_{(\text{Settlement})} \times (FP - USP), \text{Cap}_{(\text{Settlement})}]\} \times \text{Calculation Amount} \times \text{FX Conversion Performance}$

(B) otherwise, zero.

(iii) if the Issue Terms specifies both 'Cap_(Settlement)' and 'Additional OTM Call' to be 'Applicable' then:

(A) if $FP \geq USP_1$, then:

(1) if the Issue Terms specifies 'Upside FX Conversion' to be 'Not Applicable', then:

$\langle \text{Max}\{\text{Floor}, \text{Min}[\text{Participation}_1_{((\text{Settlement}))} \times (FP - USP_1), \text{Cap}_{((\text{Settlement}))}]\} + \text{Max}[\text{Floor}, \text{Participation}_2_{((\text{Settlement}))} \times (FP - USP_2)] \rangle \times \text{Calculation Amount}$

(2) if the Issue Terms specifies 'Upside FX Conversion' to be 'Applicable', then:

$\langle \text{Max}\{\text{Floor}, \text{Min}[\text{Participation}_1_{((\text{Settlement}))} \times (FP - USP_1), \text{Cap}_{((\text{Settlement}))}]\} + \text{Max}[\text{Floor}, \text{Participation}_2_{((\text{Settlement}))} \times (FP - USP_2)] \rangle \times \text{Calculation Amount} \times \text{FX Conversion Performance}$

(B) otherwise, zero.

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

$$FP \geq USP$$

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(A) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

$$\text{Protection Level} \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (FP - USP) \times \text{Calculation Amount}$$

(B) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':

$$\text{Protection Level} \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times \min(FP - USP, \text{Cap}_{(\text{Settlement})}) \times \text{Calculation Amount}$$

in each case subject to a minimum of Protection Level $\times$ Calculation Amount;

(ii) if $FP < USP$ and either:

(A) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Not applicable' and $FP \geq SPP$; or

(B) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Applicable' and Knock-in Barrier Type is 'American' and (i) $FP \geq SPP$ or (ii) a Knock-in Trigger Event has not occurred; or

(C) the Issue Terms specifies 'Knock-in Trigger Event' to be 'Applicable' and Knock-in Barrier Type is 'European' and a Knock-in Trigger Event has not occurred,

then:

the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to Protection Level $\times$ Calculation Amount;

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{"Final Valuation Price"}}{\text{"Strike Price"}} \right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means, if applicable, the percentage as specified in the Issue Terms.
- **"DF"** or **"Downside Floor"** means the percentage as specified in the Issue Terms.
- **"DFP"** or **"Downside Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"DP"** or **"Downside Participation"** means the percentage as specified in the Issue Terms.
- **"Downside Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Final FX Date"** means the date as specified in the Issue Terms.
- **"FP"** or **"Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Floor"** means the percentage as specified in the Issue Terms.
- **"FX_{Final}"** means the FX Conversion Rate in relation to the Final FX Date, or, if the relevant Final FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- **"FX_{Initial}"** means the FX Conversion Rate in relation to the Initial FX Date, or, if the Initial FX Date is not an FX Conversion Business Day, the next following FX Conversion Business Day.
- **"FX Conversion Business Day"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX Conversion Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FX Conversion Rate"** has the meaning given to it in the Issue Terms.
- **"Initial FX Date"** means the date as specified in the Issue Terms.
- **"Knock-in Barrier Percentage"** means, if applicable, the percentage as specified in the Issue Terms.
- **"Knock-in Barrier Type"** means American or European, as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means the following determined (a) if the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', in respect of the relevant Underlying Performance Type_(Settlement) and the relevant Underlying Asset(s), or (b) if the Issue Terms specifies 'Settlement Method' to be 'Cash' and 'Downside' to be 'Applicable', the relevant Downside Underlying Performance Type_(Settlement) and (as applicable) the relevant Downside Underlying Asset(s):

- (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the

Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Best-of', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Best Performing Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or

(C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Best Performing Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iv) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', 'Rainbow Basket', 'Rainbow Weighted Profile' or 'Outperformance', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

For the avoidance of doubt, if the Issue Terms specifies 'Settlement Method' to be 'Cash' and 'Downside' to be 'Applicable', references to the Underlying Performance Type_(Settlement) shall be construed as the Downside Underlying Performance Type_(Settlement) and references to, and the definitions of, 'Trigger Event Type', Valuation Price, Trigger Event Observation Date, Knock-in Barrier Period Start Date, Knock-in Barrier Period End Date, Knock-in Barrier Price, Scheduled Trading Day, Underlying Asset, Best Performing Underlying Asset, Performance, Asset Scheduled Trading Day, Knock-in Barrier Percentage and other relevant terms shall be construed in respect of the relevant Downside Underlying Asset(s).

- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Participation_(Settlement)"** means the percentage as specified in the Issue Terms.
- **"Participation_1_(Settlement)"** means the percentage as specified in the Issue Terms.
- **"Participation_2_(Settlement)"** means the percentage as specified in the Issue Terms.
- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Protection Level"** means the percentage as specified in the Issue Terms.
- **"SPP" or "Strike Price Percentage"** means:
 - (i) if the Issue Terms specifies 'Downside' to be 'Not Applicable', the percentage as specified in the Issue Terms; or
 - (ii) if the Issue Terms specifies 'Downside' to be 'Applicable':
 - (A) in relation to any calculation in respect of Downside Underlying Asset(s), the 'Underlying Asset(s)_(Downside)' percentage as specified in the Issue Terms; or
 - (B) in relation to any other calculation, the 'Underlying Asset(s)_(Final Settlement)' percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"USP" or "Upper Strike Percentage"** means the percentage as specified in the Issue Terms.
- **"USP_1" or "Upper Strike Percentage 1"** means the percentage as specified in the Issue Terms.
- **"USP_2" or "Upper Strike Percentage 2"** means the percentage as specified in the Issue Terms.

(a) **Application**

This General Condition 15.6 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Ladder'. The Issue Terms shall specify Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if a Ladder Trigger Event has occurred,

then:

(A) if the Issue Terms specifies 'Ladder Type' to be 'Type A':

$[100\% \times \text{Calculation Amount}] + [\text{Max}(\text{FP} - 100\%, \text{Ladder Payoff}) \times \text{Calculation Amount}]$

(B) if the Issue Terms specifies 'Ladder Type' to be 'Type B':

$[100\% \times \text{Calculation Amount}] + [\text{Ladder Payoff} \times \text{Calculation Amount}]$

(ii) if a Ladder Trigger Event has not occurred, and either:

(A) $\text{FP} \geq \text{SPP}$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then:

$100\% \times \text{Calculation Amount}$

(iii) otherwise:

$(\text{FP}/\text{SPP}) \times \text{Calculation Amount}$

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if a Ladder Trigger Event has occurred, then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(A) if the Issue Terms specifies 'Ladder Type' to be 'Type A':
 $[100\% \times \text{Calculation Amount}] + [\text{Max}(\text{FP} - 100\%, \text{Ladder Payoff}) \times \text{Calculation Amount}]$

(B) if the Issue Terms specifies 'Ladder Type' to be 'Type B':
 $[100\% \times \text{Calculation Amount}] + [\text{Ladder Payoff} \times \text{Calculation Amount}]$

(ii) if a Ladder Trigger Event has not occurred, and either:

(A) $\text{FP} \geq \text{SPP}$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$100\% \times \text{Calculation Amount}$$

(iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$(\text{"Final Valuation Price" / "Strike Price"}) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- **“Calculation Amount”** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **“FP”** or **“Final Performance”** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **“Knock-in Barrier Percentage”** means, if applicable, the percentage as specified in the Issue Terms.
- **“Knock-in Barrier Type”** means American or European, as specified in the Issue Terms.
- **“Knock-in Trigger Event”** means:

(i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier

Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time, in respect of any Scheduled Trading Day, from (and including) the Knock-in Barrier Period Start Date, to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset,

in each case as determined by the Determination Agent.

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day (in respect of Share Linked Securities, Index Linked Securities, Fund Linked Securities, Barclays Index Linked Securities or Hybrid Basket Linked Securities) from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.
- **"Ladder Barrier Observation Date"** means each date as specified in the Issue Terms in each case subject to adjustment in accordance with General Condition 10.4 (*Asset Scheduled Trading Day Adjustments*) (in the case of Share Linked Securities and/or Index Linked Securities), Fund Linked Condition 1 (*Adjustments to Valuation Dates and Reference Dates*) (in the case of Fund Linked Securities), Barclays Index Linked Condition 2 (*Adjustments of Determination Dates for non-Scheduled Trading Days*) or Barclays Index Linked Condition 3 (*Consequences upon a Valuation Date becoming a Disrupted Day*) (as applicable) (in the case of Barclays Index Linked Securities), or Hybrid Basket Linked Condition 1 (*Adjustments of Valuation Dates and Reference Dates in respect of Hybrid Basket Linked Securities*) (in the case of Hybrid Basket Linked Securities).
- **"Ladder Barrier Percentage(i)"** means the percentage specified in the table appearing in 'Ladder Percentage(i)' in the Issue Terms, in the column headed 'Ladder Barrier Percentage' and in the row numbered the value of i.
- **"Ladder Payoff"** means the highest Recorded Ladder Performance calculated in respect of each Ladder Barrier Observation Date.
- **"Ladder Percentage(i)"** means the percentage specified in the table appearing in 'Ladder Percentage(i)' in the Issue Terms, in the column headed 'Ladder Percentage' and in the row numbered the value of i.
- **"Ladder Performance"** means, in relation to a Ladder Barrier Observation Date and a Ladder Barrier Percentage(i):
 - (i) if the Performance is greater than or equal to the Ladder Barrier Percentage(i), then Ladder Percentage(i);
 - (ii) otherwise, zero.
- **"Ladder Trigger Event"** shall be deemed to have occurred if the Performance in respect of any Ladder Barrier Observation Date is at or above any Ladder Barrier Percentage(i).

- **"Ladder Type"** means either 'Type A' or 'Type B', as specified in the Issue Terms.
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Recorded Ladder Performance"** means, in respect of a Ladder Barrier Observation Date, the highest Ladder Performance.
- **"SPP"** or **"Strike Price Percentage"** means the percentage as specified in the Issue Terms.
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

15.7 Discount

(a) Application

This General Condition 15.7 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Discount'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) Cash Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the **"Final Cash Settlement Amount"**, which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

(i) if either:

(A) $FP \geq Cap_{(Settlement)}$; or

(B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

(C) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then:

$Cap_{(Settlement)} \times \text{Calculation Amount}$

(ii) otherwise:

$FP \times \text{Calculation Amount}$

(c) Cash or Physical Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call

Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

- (i) if either:
 - (A) $FP \geq \text{Cap}_{(\text{Settlement})}$; or
 - (B) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or
 - (C) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$\text{Cap}_{(\text{Settlement})} \times \text{Calculation Amount}$$

- (ii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\frac{(\text{"Final Valuation Price"} / \text{"Strike Price"}) \times \text{Calculation Amount}}$$

(d) **Relevant defined terms**

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Cap_(Settlement)**" means, if applicable, the percentage as specified in the Issue Terms.
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Knock-in Barrier Percentage**" means the percentage as specified in the Issue Terms.
- "**Knock-in Barrier Type**" means American or European, as specified in the Issue Terms.
- "**Knock-in Trigger Event**" means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the

Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).

15.8 Bonus

(a) Application

This General Condition 15.8 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Bonus'. The Issue Terms shall specify 'Underlying Performance Type_(Settlement)' to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) Cash Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the **"Final Cash Settlement Amount"** which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

- (i) if:

- (A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or
- (B) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then:

$$\text{Max}(\text{Bonus, FP}) \times \text{Calculation Amount}$$

- (ii) otherwise:

$$\text{FP} \times \text{Calculation Amount}$$

(c) Cash or Physical Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the **"Final Cash Settlement Amount"**, determined in accordance with the following:

- (i) if:

$FP > \text{Bonus}$

then the Issuer will pay the Final Cash Settlement Amount, which amount will be a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{"Final Valuation Price" }}{\text{"Strike Price" }} \right) \times \text{Calculation Amount}$$

- (ii) if $FP \leq \text{Bonus}$ and either:

- (A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or
- (B) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$\text{Bonus} \times \text{Calculation Amount}$

- (iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\left(\frac{\text{"Final Valuation Price" }}{\text{"Strike Price" }} \right) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- **"Bonus"** means the percentage as specified in the Issue Terms.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"FP" or "Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-in Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Knock-in Barrier Type"** means American or European, as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in

respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) If the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
- (B) if the Issue Terms specifies 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.
- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

15.9 Capped Bonus

(a) Application

This General Condition 15.9 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Capped Bonus'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) Cash Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

- (i) if:

$$FP \geq \text{Cap}_{(\text{Settlement})}$$
 then:

$$\text{Cap}_{(\text{Settlement})} \times \text{Calculation Amount}$$
- (ii) if $FP < \text{Cap}_{(\text{Settlement})}$ and either:
 - (A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

- (B) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then:

$$\text{Max}(\text{Bonus}, \text{FP}) \times \text{Calculation Amount}$$

- (iii) otherwise:

$$\text{FP} \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

- (i) if:

$$\text{FP} \geq \text{Cap}_{(\text{Settlement})}$$

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$\text{Cap}_{(\text{Settlement})} \times \text{Calculation Amount}$$

- (ii) if $\text{Cap}_{(\text{Settlement})} > \text{FP} > \text{Bonus}$:

then a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$(\text{"Final Valuation Price"} / \text{"Strike Price"}) \times \text{Calculation Amount}$$

- (iii) if $\text{FP} \leq \text{Bonus}$ and either:

- (A) Knock-in Barrier Type = American and a Knock-in Trigger Event has not occurred; or

- (B) Knock-in Barrier Type = European and a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$\text{Bonus} \times \text{Calculation Amount}$$

- (iv) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$(\text{"Final Valuation Price"} / \text{"Strike Price"}) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- **"Bonus"** means the percentage as specified in the Issue Terms.
- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means, if applicable, the percentage as specified in the Issue Terms.
- **"FP" or "Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-in Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Knock-in Barrier Type"** means American or European, as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in

respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;

- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time on any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

- "**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- "**Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

15.10 **Bull Bear (constant upside participation)**

- (a) **Application**

This General Condition 15.10 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Bull Bear (constant upside participation)'. The Issue Terms shall specify Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) **Cash Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**", which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

- (i) if:
 - $FP \geq SPP$
 - then:
 - (A) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

$$[100\% \times \text{Calculation Amount}] + [U_{\text{participation}} \times (FP - SPP) \times \text{Calculation Amount}]$$
 - (B) if the Issue Terms specifies 'a Cap_(Settlement)' to be 'Applicable':

$$[100\% \times \text{Calculation Amount}] + [U_{\text{participation}} \times \text{Min}(FP - SPP, \text{Cap}_{(\text{Settlement})}) \times \text{Calculation Amount}]$$
- (ii) if $FP < SPP$ and either:
 - (A) Knock-in Barrier Type is American and a Knock-in Trigger Event has not occurred; or
 - (B) Knock-in Barrier Type is European and a Knock-in Trigger Event has not occurred,
 then:

$$[100\% \times \text{Calculation Amount}] + [D_{\text{participation}} \times (SPP - FP) \times \text{Calculation Amount}]$$
- (iii) otherwise:

$$((\text{Final Valuation Price})/(\text{Strike Price})) \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

- (i) if:

$$FP \geq SPP$$

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

- (A) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

$$[100\% \times \text{Calculation Amount}] + [\text{Uparticipation} \times (FP - SPP) \times \text{Calculation Amount}]$$

- (B) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':

$$[100\% \times \text{Calculation Amount}] + [\text{Uparticipation} \times \text{Min}(FP - SPP, \text{Cap}_{(\text{Settlement})}) \times \text{Calculation Amount}]$$

- (ii) if $FP < SPP$ and either:

- (A) Knock-in Barrier Type is American and a Knock-in Trigger Event has not occurred; or

- (B) Knock-in Barrier Type is European and a Knock-in Trigger Event has not occurred,

then the Issuer will pay the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$[100\% \times \text{Calculation Amount}] + [\text{Dparticipation} \times (SPP - FP) \times \text{Calculation Amount}]$$

- (iii) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$(\text{"Final Valuation Price"} / \text{"Strike Price"}) \times \text{Calculation Amount}$$

(d) **Relevant defined terms**

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means, if applicable, the percentage as specified in the Issue Terms.
- **"Dparticipation"** means the percentage as specified in the Issue Terms.
- **"FP" or "Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-in Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Knock-in Barrier Type"** means American or European, as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means:

- (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

- (ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the

Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:

(A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or

(B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- "**Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**SPP**" or "**Strike Price Percentage**" means the percentage as specified in the Issue Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Uparticipation**" means the percentage as specified in the Issue Terms.

15.11 Bull Bear (variable upside participation)

(a) Application

This General Condition 15.11 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Bull Bear (variable upside participation)'. The Issue Terms shall specify Underlying Performance Type_(Settlement) to be 'Basket', 'Single Asset' or 'Worst-of'.

(b) Cash Settlement

If the Issue Terms specifies 'Settlement Method' to be 'Cash', then provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date at the "**Final Cash Settlement Amount**" which will be a cash amount in the Settlement Currency per Calculation Amount determined in accordance with the following:

- (i) if:
- (A) $FP \geq 100\%$; and
- (B) a Knock-in Trigger Event has not occurred,
- then:
- (1) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':
- $$100\% \times \text{Calculation Amount} + \text{PreTriggerUp participation} \times (FP - 100\%) \times \text{Calculation Amount}$$
- (2) if the Issue Terms specifies 'Cap_(Settlement)' is to be 'Applicable':
- $$100\% \times \text{Calculation Amount} + \text{PreTriggerUp participation} \times \min(FP - 100\%, \text{Cap}_{(Settlement)}) \times \text{Calculation Amount}$$
- (ii) if:
- (A) $FP \geq 100\%$; and
- (B) a Knock-in Trigger Event has occurred,
- then:
- (1) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':
- $$100\% \times \text{Calculation Amount} + \text{PostTriggerUp participation} \times (FP - 100\%) \times \text{Calculation Amount}$$
- (2) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':
- $$100\% \times \text{Calculation Amount} + \text{PostTriggerUp participation} \times \min(FP - 100\%, \text{Cap}_{(Settlement)}) \times \text{Calculation Amount}$$
- (iii) if:
- (A) $FP < 100\%$; and
- (B) a Knock-in Trigger Event has not occurred,
- then:
- $$100\% \times \text{Calculation Amount} + D_{\text{participation}} \times (100\% - FP) \times \text{Calculation Amount}$$
- (iv) otherwise:
- $$FP \times \text{Calculation Amount}$$

(c) **Cash or Physical Settlement**

If the Issue Terms specifies 'Settlement Method' to be 'Cash or Physical', then provided that none of an Optional Early Settlement Event, a Nominal Call

Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer on the Scheduled Settlement Date by payment of the "**Final Cash Settlement Amount**", determined in accordance with the following:

(i) if:

(A) $FP \geq 100\%$; and

(B) a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(1) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

$$100\% \times \text{Calculation Amount} + \text{PreTriggerUp participation} \times (FP - 100\%) \times \text{Calculation Amount}$$

(2) If the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':

$$100\% \times \text{Calculation Amount} + \text{PreTriggerUp participation} \times \min(FP - 100\%, \text{Cap}_{(\text{Settlement})}) \times \text{Calculation Amount}$$

(ii) if:

(A) $FP \geq 100\%$; and

(B) a Knock-in Trigger Event has occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

(1) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Not Applicable':

$$100\% \times \text{Calculation Amount} + \text{PostTriggerUp participation} \times (FP - 100\%) \times \text{Calculation Amount}$$

(2) if the Issue Terms specifies 'Cap_(Settlement)' to be 'Applicable':

$$100\% \times \text{Calculation Amount} + \text{PostTriggerUp participation} \times \min(FP - 100\%, \text{Cap}_{(\text{Settlement})}) \times \text{Calculation Amount}$$

(iii) if:

(A) $FP < 100\%$; and

(B) a Knock-in Trigger Event has not occurred,

then the Issuer will deliver the Final Cash Settlement Amount, which will be a cash amount in the Settlement Currency per Calculation Amount equal to:

$$100\% \times \text{Calculation Amount} + D_{\text{participation}} \times (100\% - FP) \times \text{Calculation Amount}$$

- (iv) otherwise, a cash amount per Calculation Amount in the Settlement Currency determined in accordance with the following formula in relation to the Deliverable Underlying Asset, subject to the Application of cash proceeds to purchase and deliver the Underlying Asset Provisions:

$$\frac{(\text{"Final Valuation Price"} / \text{"Strike Price"})}{\times \text{Calculation Amount}}$$

(d) **Relevant defined terms**

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means, if applicable, the percentage as specified in the Issue Terms.
- **"Dparticipation"** means the percentage as specified in the Issue Terms.
- **"FP" or "Final Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Knock-in Barrier Percentage"** means the percentage as specified in the Issue Terms.
- **"Knock-in Trigger Event"** means:
 - (i) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Single Asset', then:
 - (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
 - (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous', a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of the Underlying Asset at any time in respect of any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
 - (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of the Underlying Asset in respect of the Trigger Event Observation Date is below

the Knock-in Barrier Price of such Underlying Asset;

OR

(ii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Worst-of', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily' as, a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset, in respect of any Trigger Event Observation Date, from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset;
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Continuous' as, a Knock-in Trigger Event shall be deemed to have occurred if the market price, level or net asset value of any Underlying Asset at any time on any Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Price of such Underlying Asset; or
- (C) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Valuation Price of any Underlying Asset in respect of the Trigger Event Observation Date is below the Knock-in Barrier Price of such Underlying Asset;

OR

(iii) if the Issue Terms specifies the 'Underlying Performance Type_(Settlement)' to be 'Basket', then:

- (A) if the Issue Terms specifies the 'Trigger Event Type' to be 'American Daily', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of any Asset Scheduled Trading Day from (and including) the Knock-in Barrier Period Start Date to (and including) the Knock-in Barrier Period End Date is below the Knock-in Barrier Percentage; or
- (B) if the Issue Terms specifies the 'Trigger Event Type' to be 'European (Final)', a Knock-in Trigger Event shall be deemed to have occurred if the Performance in respect of the Trigger Event Observation Date is below the Knock-in Barrier Percentage.

- "**Min**", followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example,

'Min(x,y)' means whichever is the lesser of component x and component y.

- "**Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**PostTriggerUparticipation**" means the percentage as specified in the Issue Terms.
- "**PreTriggerUparticipation**" means the percentage as specified in the Issue Terms.
- "**Underlying Asset**" has the meaning given to it in General Condition 43.1 (*Definitions*).

15.12 Delta One

(a) Application

This General Condition 15.12 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Delta One'. The Issue Terms shall specify the Underlying Performance Type_(Settlement) to be 'Basket', 'Best-of', 'Single Asset' or 'Worst-of'.

(b) Cash Settlement

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

(i) if:

$$FP \geq 100\%$$

then:

$$100\% \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (FP - 100\%) \times \text{Calculation Amount}$$

(ii) otherwise:

$$FP \times \text{Calculation Amount}$$

(c) Relevant defined terms

- "**Calculation Amount**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**FP**" or "**Final Performance**" has the meaning given to it in General Condition 43.1 (*Definitions*).
- "**Participation**_(Settlement)" means the percentage as specified in the Issue Terms.

15.13 Delta One (with fee drain)

(a) Application

This General Condition 15.13 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Delta One (with fee drain)'. The Issue Terms shall specify Underlying Performance Type_(Settlement) to be either 'Basket' or 'Single Asset'.

(b) **Cash Settlement**

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

(i) if:

$$AFP \geq 100\%$$

then:

$$100\% \times \text{Calculation Amount} + \text{Participation}_{(\text{Settlement})} \times (AFP - 100\%) \times \text{Calculation Amount}$$

(ii) otherwise:

$$AFP \times \text{Calculation Amount}$$

(c) **Relevant defined terms**

- "**AFP**" or "**Adjusted Final Performance**" means the Adjusted Performance in respect of the Final Valuation Date.
- "**Adjusted Performance**" means, in relation to the Initial Valuation Date (as adjusted, if applicable, in accordance with the Conditions), 100 per cent., and, in relation to any following Asset Scheduled Trading Day, an amount determined equal to:

$$\text{Max}(\text{APD}-1 \times (\text{Performance}_D / \text{Performance}_{D-1}) \times (1 - \text{Fee} \times d/365), 0)$$

Where:

"**AP_{D-1}**" means the Adjusted Performance in respect of the Asset Scheduled Trading Day immediately preceding such Asset Scheduled Trading Day.

"**d**" is the number of calendar days from (but excluding) the immediately preceding Asset Scheduled Trading Day (D-1) to (and including) such Asset Scheduled Trading Day (D).

"**Fee**" means the percentage as specified in the Issue Terms.

"**Max**", followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.

"**Performance_D**" means the Performance in respect of such Asset Scheduled Trading Day.

"Performance_{D-1}" means the Performance in respect of the Asset Scheduled Trading Day immediately preceding such Asset Scheduled Trading Day.

- **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Participation_(Settlement)"** means the percentage as specified in the Issue Terms.
- **"Performance"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Underlying Asset"** has the meaning given to it in General Condition 43.1 (*Definitions*).

15.14 **Fixed Settlement (FX)**

(a) **Application**

This General Condition 15.14 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Fixed Settlement (FX)'.

(b) **Cash Settlement**

Provided that none of an Optional Early Settlement Event, a Nominal Call Event, an Automatic Settlement (Autocall) Event or any other redemption or purchase or cancellation of the Securities has occurred prior to the Scheduled Settlement Date, each Security will be redeemed by the Issuer by payment on the Scheduled Settlement Date of a cash amount in the Settlement Currency per Calculation Amount (the **"Final Cash Settlement Amount"**) equal to the Fixed Settlement Amount, where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, such Fixed Settlement Amount is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

(c) **Relevant defined terms**

The following terms as used in this General Condition 15.14 have the following meanings:

- **"Calculation Amount"** or **"CA"** means a nominal amount per Security in the Issue Currency equal to the Specified Denomination (unless a different amount is specified as such in the Issue Terms, in which case, such amount).
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Final Observation Date"** means the date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Fixed Settlement Amount"** means the product of (i) Calculation Amount and (ii) the Fixed Settlement Percentage.
- **"Fixed Settlement Percentage"** means the percentage specified as such in the Issue Terms.

- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

15.15 **Participation Settlement (FX)**

(a) **Application**

This General Condition 15.15 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Participation Settlement (FX)'.

(b) **Cash Settlement**

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

- (i) if the Issue Terms specifies 'Capped Participation' to be 'Not Applicable':

$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Participation}_{(\text{Settlement})} \times \text{Max}(0, \text{FX Performance}(f) + \text{Upside Strike Shift}))$

- (ii) if the Issue Terms specifies 'Capped Participation' to be 'Applicable':

$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Participation}_{(\text{Settlement})} \times \text{Max}(0, \text{Min}(\text{Cap}_{(\text{Settlement})}, \text{FX Performance}(f) + \text{Upside Strike Shift})))$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply.

(c) **Relevant defined terms**

The following terms as used in this General Condition 15.15 have the following meanings:

- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means the level specified as such in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Final Observation Date"** means the date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Fixed Settlement Amount"** means Calculation Amount $\times$ Fixed Settlement Percentage.

- **"Fixed Settlement Percentage"** means the percentage specified as such in the Issue Terms.
- **"FX Performance(f)"** means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Max"**, followed by amounts within brackets, means the greater of the amounts separated by a comma within the brackets. For example, 'Max(x,y)' means whichever is the greater of component x and component y.
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Participation_(Settlement)"** means the level specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Upside Strike Shift"** means the level specified as such in the Issue Terms.

15.16 **Market Plus Settlement (FX)**

(a) **Application**

This General Condition 15.16 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Market Plus Settlement (FX)'.

(b) **Cash Settlement**

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

- (i) if FX Performance(f) is greater than or equal to the Protection Barrier but less than or equal to the Digital Percentage:

Fixed Settlement Amount + (Calculation Amount × Digital Percentage)

- (ii) otherwise, if FX Performance(f) is greater than the Digital Percentage or less than the Protection Barrier and:

- (A) if the Issue Terms specifies 'Capped Market Plus' to be 'Not Applicable':

Fixed Settlement Amount + (CA × FX Performance(f))

- (B) if the Issue Terms specifies 'Capped Market Plus' to be 'Applicable':

$$\text{Fixed Settlement Amount} + (\text{CA} \times \text{Min}[\text{FX Performance}(f), \text{Cap}_{(\text{Settlement})}])$$

where, in the case of Securities having a Settlement Currency that is different from the Issue Currency, the result of such calculation is then converted into the Settlement Currency at the Conversion Rate (FX) on the Final Observation Date. If the Issue Terms specifies 'Conversion Rate (FX)' to be 'Not Applicable', such conversion shall not apply. For the avoidance of doubt the Final Cash Settlement Amount shall not be less than zero.

(c) **Relevant defined terms**

The following terms as used in this General Condition 15.16 have the following meanings:

- **"CA"** or **"Calculation Amount"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Cap_(Settlement)"** means the level specified as such in the Issue Terms.
- **"Conversion Rate (FX)"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Digital Percentage"** means the percentage specified as such in the Issue Terms.
- **"Final Observation Date"** means the date specified as such in the Issue Terms, subject to any adjustment in accordance with the FX Business Day Convention.
- **"Fixed Settlement Amount"** means Calculation Amount $\times$ Fixed Settlement Percentage.
- **"Fixed Settlement Percentage"** means the percentage specified as such in the Issue Terms.
- **"FX Performance(f)"** means the FX Performance at the Valuation Time (FX) on the Final Observation Date.
- **"Issue Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).
- **"Min"**, followed by amounts within brackets, means the lesser of the amounts separated by a comma within the brackets. For example, 'Min(x,y)' means whichever is the lesser of component x and component y.
- **"Protection Barrier"** means the level specified as such in the Issue Terms.
- **"Settlement Currency"** has the meaning given to it in General Condition 43.1 (*Definitions*).

15.17 **Digital Settlement (FX)**

(a) **Application**

This General Condition 15.17 applies only to those Securities for which the Issue Terms specifies the 'Final Settlement Type' to be 'Digital Settlement (FX)'.