



# BNP PARIBAS

## BNP PARIBAS

(incorporated in France)

(as Issuer)

### €90,000,000,000

## EURO MEDIUM TERM NOTE PROGRAMME

Under this €90,000,000,000 euro medium term note programme (the "**Programme**"), BNP Paribas<sup>1</sup> ("**BNPP**", the "**Bank**" or the "**Issuer**") may from time to time issue Notes in bearer or registered form (respectively, "**Bearer Notes**" and "**Registered Notes**" and, together, the "**Notes**") denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined below). This Base Prospectus ("**Base Prospectus**" or "**this Document**") supersedes and replaces all previous offering circulars or prospectuses prepared in connection with the Programme. Any Notes (as defined below) issued under the Programme on or after the date of this Document are issued subject to the provisions described herein. This does not affect any Notes already in issue. This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC of 4 November 2003 (the "**Prospectus Directive**") as amended (which includes the amendments made by Directive 2010/73/EU (the "**2010 PD Amending Directive**") to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area. Notes may be issued whose return (whether in respect of any interest payable on such Notes and/or their redemption amount) is linked to one or more indices including custom indices ("**Index Linked Notes**") or one or more Shares of any company(ies) (including global depository receipts and/or American depository receipts) ("**Share Linked Notes**") or one or more inflation indices ("**Inflation Linked Notes**") or one or more commodities or commodity indices ("**Commodity Linked Notes**") or one or more interests or units ("**Fund Linked Notes**") or the credit of a specified entity or entities ("**Credit Linked Notes**") or one or more fund shares or interests in exchange traded funds, exchange traded notes, exchange traded commodities or other exchange traded products (each an "**exchange traded instrument**") ("**ETI Linked Notes**") or one or more foreign exchange rates ("**Foreign Exchange (FX) Rate Linked Notes**") or one or more underlying interest rate ("**Underlying Interest Rate Linked Notes**") or any combination thereof ("**Hybrid Notes**") as more fully described herein. Notes may provide that settlement will be by way of cash settlement ("**Cash Settled Notes**") or physical delivery ("**Physical Delivery Notes**") as provided in the applicable Final Terms.

The Notes will be issued to one or more of the Dealers specified below (each a "**Dealer**" and together the "**Dealers**", which expression shall include any additional Dealer appointed under the Programme from time to time) on a continuing basis by way of private or syndicated placements.

The Notes may be governed by English law or French law, as specified in the applicable Final Terms, and the corresponding provisions in the terms and conditions will apply to such Notes.

Application has been made to the *Autorité des marchés financiers* (the "**AMF**") in France for approval of this Base Prospectus in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive on the prospectus to be published when securities are offered to the public or admitted to trading under French law. Upon such approval, application may be made for Notes issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed and/or admitted to trading on Euronext Paris and/or a Regulated Market (as defined below) in another Member State of the European Economic Area. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (each such regulated market being a "**Regulated Market**"). References in this Base Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been listed and admitted to trading on Euronext Paris or, as the case may be, a Regulated Market (including the regulated market of the Luxembourg Stock Exchange) or the EuroMTF exchange regulated market of the Luxembourg Stock Exchange (the "**EuroMTF Market**") or on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s). The Issuer may also issue unlisted Notes. The relevant final terms (the forms of each contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading, and, if so, the relevant Regulated Market. The specific terms of each Tranche will be set forth in a set of final terms to this Base Prospectus which is the final terms document (the "**Final Terms**") which will be completed at the time of the agreement to issue each Tranche of Notes and (other than in the case of Exempt Notes) which will constitute final terms for the purposes of Article 5.4 of the Prospectus Directive which will be filed with the AMF. This Base Prospectus and any supplement thereto will be available on the Issuer's website ([www.invest.bnpparibas.com](http://www.invest.bnpparibas.com)) and the AMF website ([www.amf-france.org](http://www.amf-france.org)).

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published under the Prospectus Directive. The AMF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes.

BNPP's long-term credit ratings are A+ with a negative outlook (Standard & Poor's Credit Market Services France SAS ("**Standard & Poor's**")), A2 with a stable outlook (Moody's Investors Service Ltd. ("**Moody's**")) and A+ with a stable outlook (Fitch France S.A.S. ("**Fitch France**")). Each of Standard & Poor's, Moody's and Fitch France is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such each of Standard & Poor's, Moody's and Fitch France is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Notes issued under the Programme may be rated or unrated. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Please also refer to "Ratings of the Notes" in the Risk Factors section of this Base Prospectus.

<sup>1</sup> Which for the avoidance of doubt only refers to BNP Paribas S.A. and not the Group

*Arranger for the Programme*

**BNP PARIBAS**

*Dealers*

**Barclays**

**BofA Merrill Lynch**

**Commerzbank**

**Credit Suisse**

**Goldman Sachs International**

**BNP Paribas UK Limited**

**Citigroup**

**J.P. Morgan**

**Morgan Stanley**

**UBS Investment Bank**

BNPP accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of BNPP (who has taken all reasonable care to ensure that such is the case), the information contained herein is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Document is to be read in conjunction with all documents which are incorporated herein by reference as described in "Documents Incorporated by Reference" below. This Document shall be read and construed on the basis that such documents are so incorporated and form part of this Document.

Information contained in this Document which is sourced from a third party has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has also identified the source(s) of such information. The applicable Final Terms will (if applicable) specify the nature of the responsibility taken by the Issuer for the information relating to the underlying asset, index or other item(s) to which the Notes relate.

This Document (together with supplements to this Document from time to time (each a "**Supplement**" and together the "**Supplements**") comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of (i) Article 5.4 of Directive 2003/71/EC as amended (including the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a Member State of the European Economic Area) (the "**Prospectus Directive**") and (ii) the relevant implementing measures in France and, in each case, for the purpose of giving information with regard to the Issuer. In relation to each separate issue of Notes, the final offer price and the amount of such Notes will be determined by the Issuer and the relevant Dealers in accordance with prevailing market conditions at the time of the issue of the Notes and will be set out in the relevant Final Terms.

In accordance with Article 16.2 of the Prospectus Directive, investors who have already agreed to purchase or subscribe for Notes before this Base Prospectus is published have the right, exercisable within two working days after the publication of this Base Prospectus, to withdraw their acceptances. Investors should be aware, however, that the law of the jurisdiction in which they have accepted an offer of Notes may provide for a longer time limit.

The Dealers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information contained in this Document or any other information provided by the Bank in connection with the Programme or the Notes. The Dealers accept no liability in relation to the information contained in this Document or any other information provided by the Bank in connection with the Programme or the Notes.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Document or any further information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by BNPP or any of the Dealers.

In connection with the issue and sale of Notes, neither BNPP nor its Affiliates will, unless agreed to the contrary in writing, act as a financial adviser to any Noteholder.

Neither this Document nor any other information supplied in connection with the Programme or the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as recommendations by BNPP or any of the Dealers that any recipient of this Document or any other information supplied in connection with the Programme should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Document nor any other information supplied in connection with the Programme or the Notes constitutes an offer or invitation by or on behalf of BNPP or any of the Dealers to any person to subscribe for or to purchase any of the Notes.

The delivery of this Document does not at any time imply that the information contained herein concerning BNPP is correct at any time subsequent to the date of this Document or that any other

information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of BNPP during the life of the Programme. Prospective investors should review, inter alia, the most recently published audited annual consolidated financial statements, unaudited semi-annual interim consolidated financial statements and quarterly financial results of BNPP, when deciding whether or not to purchase any of the Notes.

This Document does not constitute, and may not be used for or in connection with, an offer to any person to whom it is unlawful to make such offer or a solicitation by anyone not authorised so to act.

The distribution of this Document and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Document or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Document and the offer or sale of the Notes in the European Economic Area ("**EEA**") (and certain member states thereof), Japan and the United States (see "Subscription and Sale" below).

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or jurisdiction of the United States, and the Notes may include Bearer Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or, in the case of Bearer Notes, delivered within the United States or to, or for the account or benefit of, U.S. persons, as defined in Regulation S under the Securities Act ("**Regulation S**") (see "Subscription and Sale" below).

This Document has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Document as completed by final terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently has been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

**IN CONNECTION WITH THE ISSUE OF ANY TRANCHE (AS DEFINED IN "TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES" AND "TERMS AND CONDITIONS OF THE FRENCH LAW NOTES" BELOW) OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (THE "STABILISING MANAGER(S)") (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF**

**THE RELEVANT TRANCHE AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE. ANY STABILISATION ACTION OR OVER-ALLOTMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

In this Document, references to "euro", "EURO", "Euro", "EUR" and "€" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union and as amended by the Treaty of Amsterdam, references to "\$", "U.S.\$" and "U.S. dollars" are to United States dollars, references to "cents" are to United States cents, references to "yen" and "¥" are to Japanese yen, references to "sterling" and "£" are to pounds sterling, references to "CHF" are to Swiss francs and references to "CNY" are to Chinese Renminbi.

### **FORWARD-LOOKING STATEMENTS**

The Information Statement and the 2012 Registration Document (as defined below) and the other documents incorporated by reference, contain forward-looking statements. BNP Paribas and the BNP Paribas Group (being BNP Paribas together with its consolidated subsidiaries, the "**Group**") may also make forward-looking statements in their audited annual financial statements, in their interim financial statements, in their offering circulars, in press releases and other written materials and in oral statements made by their officers, directors or employees to third parties. Statements that are not historical facts, including statements about the Bank's and/or Group's beliefs and expectations, are forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made, and the Bank and the Group undertake no obligation to update publicly any of them in light of new information or future events.

### **PRESENTATION OF FINANCIAL INFORMATION**

Most of the financial data presented or incorporated by reference in this Base Prospectus is presented in euros.

BNP Paribas consolidated financial statements for the years ended 31 December 2011 and 31 December 2012 have been prepared in accordance with international financial reporting standards ("**IFRS**") as adopted by the European Union. The Group's fiscal year ends on 31 December and references in the Information Statement dated 3 June 2013 (the "**Information Statement**") and the *document de référence et rapport financier annuel* in English dated 8 March 2013 (the "**2012 Registration Document**") to any specific fiscal year are to the twelve-month period ended 31 December of such year.

Due to rounding, the numbers presented or incorporated by reference throughout this Document, the Information Statement or the 2012 Registration Document may not add up precisely, and percentages may not reflect precisely absolute figures.

### **IMPORTANT NOTICE**

#### **Disclaimer statement for structured products**

In relation to investors in the Kingdom of Bahrain, Notes issued in connection with this Base Prospectus and related offering documents may only be offered in registered form to existing account holders and accredited investors as defined by the CBB in the Kingdom of Bahrain where such investors make a minimum investment of at least U.S.\$ 100,000.

This offer does not constitute an offer of securities in the Kingdom of Bahrain in terms of Article (81) of the Central Bank and Financial Institutions Law 2006 (decree Law No. 64 of 2006). This Base Prospectus and related offering documents have not been and will not be registered as a prospectus with the Central Bank of Bahrain (CBB). Accordingly, no Notes may be offered, sold or made the subject of an invitation for subscription or purchase nor will this Base Prospectus or any other related document or material be used in connection with any offer, sale or invitation to subscribe or purchase Notes, whether directly or indirectly, to persons in the Kingdom of Bahrain.

The CBB has not reviewed or approved this Base Prospectus or related offering documents and it has not in any way considered the merits of the Notes to be offered for investment, whether in or outside the Kingdom of Bahrain. Therefore, the CBB assumes no responsibility for the accuracy and completeness of the statements and information contained in this document and expressly disclaims

any liability whatsoever for any loss howsoever arising from reliance upon the whole or any part of the contents of this document.

## **IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF NOTES**

### **Restrictions on Non-exempt offers of Notes in Relevant Member States**

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "**Non-exempt Offer**". This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes. However, any person making or intending to make a Non-exempt Offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, provided that the Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)*" and the conditions attached to that consent are complied with by the person making the Non-exempt Offer of such Notes.

Save as provided above, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

### **Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)**

In the context of a Non-exempt Offer of such Notes, the Issuer accepts responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of this Base Prospectus under Article 6 of the Prospectus Directive in relation to any person (an "**Investor**") who acquires any Notes in a Non-exempt Offer made by any person to whom the Issuer has given consent to the use of this Base Prospectus (an "**Authorised Offeror**") in that connection, provided that the conditions attached to that consent are complied with by the Authorised Offeror. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

None of the Issuer or any Dealer makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuer or any Dealer has any responsibility or liability for the actions of that Authorised Offeror.

**Save as provided below, neither the Issuer nor any Dealer has authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Notes. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer.** If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of Article 6 of the Prospectus Directive in the context of the Non-Exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Base Prospectus and/or who is responsible for its contents it should take legal advice.

### **Consent**

In connection with each Tranche of Notes and subject to the conditions set out below under "*Common Conditions to Consent*":

- (a) *the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Notes by the relevant Dealer and by:*
  - (i) any financial intermediary named as an Initial Authorised Offeror in the applicable Final Terms; and

- (ii) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Issuer website (<https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx>) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer;
- (b) if (and only if) Part A of the applicable Final Terms specifies "General Consent" as "Applicable", the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of Notes by any financial intermediary which satisfies the following conditions:
- (i) it is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC); and
  - (ii) it accepts such offer by publishing on its website the following statement (with the information in square brackets completed with the relevant information):

*"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "**Notes**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by BNP Paribas (the "**Issuer**"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."*

The "**Authorised Offeror Terms**" are that the relevant financial intermediary:

- (A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:
  - (a) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor, and will immediately inform the Issuer and the relevant Dealer if at any time such financial intermediary becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
  - (b) comply with the restrictions set out under "*Plan of Distribution*" in this Base Prospectus which would apply as if it were a Dealer;
  - (c) ensure that any fee (and any other commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
  - (d) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;
  - (e) comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
  - (f) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer, the Issuer directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with anti-money

laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer and/or the relevant Dealer;

- (g) ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- (h) co-operate with the Issuer and the relevant Dealer in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (f) above) upon written request from the Issuer or the relevant Dealer as is available to such financial intermediary or which is within its power and control from time to time, together with such further assistance as is reasonably requested by the Issuer or the relevant Dealer:
  - (i) in connection with any request or investigation by any regulator in relation to the Notes, the Issuer or the relevant Dealer; and/or
  - (ii) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or
  - (iii) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

- (i) during the primary distribution period of the Notes: (i) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer); (ii) only sell the Notes for settlement on the Issue Date specified in the relevant Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer;
- (j) either (i) obtain from each potential Investor an executed application for the Notes, or (ii) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;
- (k) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (l) ensure that Investors understand the risks associated with an investment in the Notes;
- (m) comply with the conditions to the consent referred to under "*Common conditions to consent*" below and any further requirements relevant to the Non-exempt Offer as specified in the applicable Final Terms;



- (n) make available to each potential Investor in the Notes the Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with the Base Prospectus; and
  - (o) if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer and the relevant Dealer accepts any responsibility for such communication and (C) does not, without the prior written consent of the Issuer or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Notes on the basis set out in the Base Prospectus;
- (B) agrees and undertakes to indemnify each of the Issuer and the relevant Dealer (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer; and
- (C) agrees and accepts that:
- (a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
  - (b) where the offer relates to English Law Notes, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the financial intermediary submit to the exclusive jurisdiction of the English courts;
  - (c) where the offer relates to French Law Securities, the courts within the jurisdiction of the Paris Court of Appeal (*Cour d'Appel de Paris*) have jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the financial intermediary submit to the jurisdiction of such French courts;

- (d) for the purposes of (C)(b) and (c), the Issuer and the financial intermediary waive any objection to the relevant courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;
- (e) this paragraph (e) is for the benefit of the Issuer and each relevant Dealer. To the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and
- (f) each of the Issuer and the relevant financial intermediary will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

***Any Offeror falling within (b) above who meets all of the conditions set out in (b) and the other conditions stated in "Common Conditions to Consent" below and who wishes to use this Base Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period, to publish on its website the statement (duly completed) specified at paragraph (b)(ii) above.***

#### **Common Conditions to Consent**

The conditions to the Issuer's consent are (in addition to the conditions described in paragraph (b) above if Part A of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

- (a) *is only valid during the Offer Period specified in the applicable Final Terms;*
- (b) *only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in France, Belgium, Luxembourg, United Kingdom, Italy, Germany, Spain, the Netherlands and Portugal, as specified in the applicable Final Terms; and*
- (c) *the consent is subject to any other conditions set out in Part A of the applicable Final Terms.*

The only Relevant Member States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Relevant Member States are so specified) as indicated in (b) above, will be France, Belgium, Luxembourg, United Kingdom, Italy, Germany, Spain, the Netherlands and Portugal, and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in France, Belgium, Luxembourg, United Kingdom, Italy, Germany, Spain, the Netherlands and Portugal, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

#### **ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS**

**AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. NO ISSUER WILL BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NEITHER THE ISSUER NOR ANY DEALER (EXCEPT WHERE SUCH DEALER IS THE RELEVANT AUTHORISED OFFEROR) HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.**

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

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and or the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer and/or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including France and the United Kingdom) and Japan, see "*Plan of Distribution*".

## Table of Contents

Programme Summary .....	13
Pro Forma Issue Specific Summary of the Programme .....	34
Risk Factors .....	52
Documents Incorporated by Reference .....	80
General Description of the Programme .....	83
Terms and Conditions of the English Law Notes .....	91
Terms and Conditions of the French Law Notes .....	135
Annex 1 Additional Terms and Conditions for Payouts .....	167
Annex 2 Additional Terms and Conditions for Index Linked Notes .....	209
Annex 3 Additional Terms and Conditions for Share Linked Notes .....	240
Annex 4 Additional Terms and Conditions for Inflation Linked Notes .....	260
Annex 5 Additional Terms and Conditions for Commodity Linked Notes .....	267
Annex 6 Additional Terms and Conditions for Fund Linked Notes .....	278
Annex 7 Additional Terms and Conditions for Credit Linked Notes .....	290
Annex 8 Additional Terms and Conditions for ETI Linked Notes .....	344
Annex 9 Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes .....	364
Annex 10 Additional Terms and Conditions for Underlying Interest Rate Linked Notes .....	372
Use of Proceeds .....	377
Description of BNPP Indices .....	378
Form of the Notes .....	411
Clearing Systems .....	415
Form of Final Terms .....	416
Form of Final Terms for Exempt Notes .....	463
Taxation .....	504
EU Directive on the Taxation of Savings Income .....	505
The Proposed Financial Transactions Tax .....	506
Austrian Taxation .....	507
Belgian Taxation .....	511
French Taxation .....	515
German Taxation .....	518
Hong Kong Taxation .....	522
Italian Taxation .....	524
Luxembourg Taxation .....	529
Netherlands Taxation .....	532
Portuguese Taxation .....	535
Spanish Taxation .....	537
UK Taxation .....	540
Subscription and Sale .....	543
General Information .....	554
Programme Summary (in French) .....	557
Pro Forma Issue specific Summary of the Programme (in French) .....	583

## PROGRAMME SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

### Section A - Introduction and warnings

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<ul style="list-style-type: none"> <li>• <b>This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms.</b></li> <li>• <b>Any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.</b></li> <li>• <b>Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.</b></li> <li>• <b>No civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Notes.</b></li> </ul>
A.2	Consent as to use the Base Prospectus, period of validity and other conditions attached	<p>Certain issues of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a "<b>Non-exempt Offer</b>". Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Notes by the Managers, any financial intermediary named as an Initial Authorised Offeror in the applicable Final Terms and any financial intermediary whose name is</p>

		<p>published on the Issuer's website (<a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a>) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer and (if "General Consent" is specified in the applicable Final Terms) any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information:</p> <p><i>"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "Notes") described in the Final Terms dated [insert date] (the "Final Terms) published by BNP Paribas (the "Issuer"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."</i></p> <p>(each an "Authorised Offeror").</p> <p><i>Offer period:</i> The Issuer's consent is given for Non-exempt Offers of Notes during the Offer Period specified in the applicable Final Terms.</p> <p><i>Conditions to consent.</i> The conditions to the Issuer's consent (in addition to the conditions referred to above) are that such consent (a) is only valid during the Offer Period specified in the applicable Final Terms; and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in the Public Offer Jurisdictions specified in the applicable Final Terms. In addition, the Issuer's consent will be subject to such other conditions as may be set out in the applicable Final Terms.</p>
		<p><b>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.</b></p>

## Section B - Issuer

Element	Title	
<b>B.1</b>	Legal and commercial name of the Issuer	Notes may be issued under the Programme by BNP Paribas (" <b>BNPP</b> " or the " <b>Bank</b> " or the " <b>Issuer</b> ").
<b>B.2</b>	Domicile/ legal form/ legislation/ country of incorporation	BNPP was incorporated in France as a <i>société anonyme</i> under French law and licensed as a bank having its head office at 16, boulevard des Italiens – 75009 Paris, France.
<b>B.4b</b>	Trend information	<p><b><i>Macroeconomic Conditions.</i></b></p> <p>The Bank's results of operations are affected by the macroeconomic and market environment. Given the nature of its business, the Bank is particularly susceptible to macroeconomic and market conditions in Europe, which have experienced disruptions in recent years.</p> <p>While global economic conditions generally improved over the course of 2012, growth prospects diverge for advanced and developing economies in 2013 and going forward. In the Euro-zone, sovereign spreads came down in 2012 from historically high levels, although uncertainty remains over the solvability of certain sovereigns and the extent to which E.U. member states are willing to provide additional financing.</p> <p><b><i>Legislation and Regulations Applicable to Financial Institutions.</i></b></p> <p>The Bank is affected by legislation and regulations applicable to global financial institutions, which are undergoing significant change in the wake of the global financial crisis. New measures that have been proposed and adopted include more stringent capital and liquidity requirements, taxes on financial transactions, restrictions and taxes on employee compensation, limits on commercial banking activities, restrictions of types of financial products, increased internal control and transparency requirements, more stringent business conduct rules, mandatory reporting and clearing of derivative transactions, requirements to mitigate risks relating to OTC derivatives and the creation of new and strengthened regulatory bodies. New or proposed measures that affect or will affect the Bank include the Basel 3 and CRD4 prudential frameworks, the related requirements announced by the EBA, the designation of the Bank as a systemically important financial institution by the FSB, the French banking law, the E.U. Liikanen proposal and the Federal Reserve's proposed framework for the regulation of foreign banks.</p>
<b>B.5</b>	Description of	BNPP is a European leading provider of banking and financial

	the Group	services and has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg. It is present in 78 countries and has almost 190,000 employees, including over 145,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the " <b>BNPP Group</b> ").	
<b>B.9</b>	Profit forecast or estimate	Not applicable, the Issuer does not provide a profit forecast or estimate.	
<b>B.10</b>	Audit report qualifications	Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.	
<b>B.12</b>	Selected historical key financial information:		
	<b>In millions of EUR</b>		
		31/12/2011	31/12/2012
	Revenues	42,384	39,072
	Cost of risk	(6,797)	(3,941)
	Net income, Group share	6,050	6,553
	Common Equity Tier 1 Ratio (Basel 2.5)	9.6%	11.8%
	Tier 1 Ratio	11.6%	13.6%
	Total consolidated balance sheet	1,965,283	1,907,290
	Consolidated loans and receivables due from customers	665,834	630,520
	Consolidated items due to customers	546,284	539,513
	Shareholders' equity (Group share)	75,370	85,886
	<p><b>Statements of no significant or material adverse change</b></p> <p>There has been no significant change in the financial or trading position of the BNPP Group since 31 December 2012 and there has been no material adverse change in the prospects of BNPP or the BNPP Group since 31 December 2012.</p> <p>There has been no significant change in the financial or trading position of the Issuer since 31 December 2012 and there has been no material adverse change in the prospects of the Issuer since 31 December 2012.</p>		



<b>B.13</b>	Events impacting the Issuer's solvency	Not applicable, as at the date of this Base Prospectus and to the best of the Issuer's knowledge, there have not been any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency since 31 December 2012.
<b>B.14</b>	Dependence upon other group entities	<p>Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.</p> <p>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the "BNP Paribas Partners for Innovation" (BP<sup>21</sup>) joint venture set up with IBM France at the end of 2003. BP<sup>21</sup> provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France, Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013. BP<sup>21</sup> is 50/50-owned by BNPP and IBM France; IBM France is responsible for daily operations, with a strong commitment of BNPP as a significant shareholder. See also Element B.5 above.</p>
<b>B.15</b>	Principal activities	<p>BNP Paribas holds key positions in its three activities:</p> <ul style="list-style-type: none"> <li>• Retail Banking, which includes: <ul style="list-style-type: none"> <li>• a set of Domestic Markets, comprising: <ul style="list-style-type: none"> <li>• French Retail Banking (FRB),</li> <li>• BNL bancacommerciale (BNL bc), Italian retail banking,</li> <li>• Belgian Retail Banking (BRB),</li> <li>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);</li> </ul> </li> <li>• International Retail Banking, comprising: <ul style="list-style-type: none"> <li>• Europe-Mediterranean,</li> <li>• BancWest;</li> </ul> </li> <li>• Personal Finance;</li> </ul> </li> <li>• Investment Solutions; and</li> <li>• Corporate and Investment Banking (CIB).</li> </ul>

<b>B.16</b>	Controlling shareholders	None of the existing shareholders controls, either directly or indirectly, the Issuer. The main shareholders are Société Fédérale de Participations et d'Investissement (SFPI) a public-interest <i>société anonyme</i> (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2012; AXA holding 5.3% of the share capital as at 31 December 2012 and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2012. To BNPP's knowledge, no shareholder other than SFPI or AXA owns more than 5% of its capital or voting rights.
<b>B.17</b>	Solicited credit ratings	<p>BNPP's long term credit ratings are A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS), A2 with a stable outlook (Moody's Investors Service Ltd.) and A+ with a stable outlook (Fitch France S.A.S.).</p> <p>Notes issued under the Programme may be rated or unrated.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>

### Section C – Notes

Element	Title	
<b>C.1</b>	Type and class of Notes/ISIN	<p>BNPP may issue notes ("<b>Notes</b>") with a denomination of less than EUR 100,000 (or its equivalent in any other currency).</p> <p>The ISIN and Common Code in respect of a Series of Notes will be specified in the applicable Final Terms.</p> <p>Notes may be cash settled ("<b>Cash Settled Notes</b>") or physically settled by delivery of assets ("<b>Physically Settled Notes</b>").</p>
<b>C.2</b>	Currency	Subject to compliance with all applicable laws, regulations and directives, Notes may be issued in any currency.
<b>C.5</b>	Restrictions on free transferability	The Notes will be freely transferable, subject to the offering and selling restrictions in France, Belgium, Luxembourg, United Kingdom, Italy, Germany, Spain, The Netherlands and Portugal and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Notes are offered or sold.
<b>C.8</b>	Rights attaching to the Notes	<p>Notes issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b>Status and Subordination</b></p> <p>Notes may be issued on either a senior or a subordinated basis.</p> <p>Senior Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank <i>pari</i></p>

	<p><i>passu</i> among themselves and at least <i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).</p> <p>BNPP may issue Subordinated Notes which comprise Dated Subordinated Notes and Undated Subordinated Notes:</p> <p>Dated Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of BNPP and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of BNPP and will have a fixed maturity date. Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of the Noteholders and (if so specified in the applicable Final Terms) the Couponholders to payment under the Dated Subordinated Notes and (if applicable) relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and, subject to such payment in full, such Noteholders and (if so specified in the applicable Final Terms) Couponholders will be paid in priority to <i>prêts participatifs</i> granted to BNPP and <i>titres participatifs</i> issued by BNPP. The relative Coupons will not be subordinated (unless otherwise specified in the applicable Final Terms).</p> <p>Undated Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of BNPP and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of BNPP and will have no fixed maturity date. Payment of interest in respect of Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 3(g) of the Terms or Conditions of the English Law Notes and Condition 3(f) of the Terms and Conditions of the French Law Notes, as the case may be. Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of Noteholders and Couponholders to payment under the Undated Subordinated Notes and relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and subject to such payment in full, such Noteholders and Couponholders will be paid in priority to <i>prêts participatifs</i> granted to BNPP and <i>titres participatifs</i> issued by BNPP.</p> <p>The proceeds of issues of Undated Subordinated Notes may be used for offsetting losses of BNPP and, thereafter, to allow it to continue its activities in accordance with French banking regulations. The proceeds of such issues will be classed amongst the funds of BNPP in accordance with Article 4(c) of <i>Règlement</i> No. 90-02 of the <i>Comité de la réglementation bancaire et financière</i>. This provision does not in any way affect any French law applicable to accounting principles</p>
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		relating to allocation of losses nor the duties of the shareholders and does not in any way affect the rights of the Noteholders and Couponholders to receive payment of principal and interest under the Undated Subordinated Notes and Coupons in accordance with the terms and conditions of the relevant Notes.
		<p><b>Negative pledge</b></p> <p>The terms of the Notes will not contain a negative pledge provision.</p>
		<p><b>Events of Default</b></p> <p>The terms of the Senior Notes will contain events of default including non-payment, non-performance or non-observance of the Issuer's obligations in respect of the Notes and the insolvency or winding up of the Issuer.</p> <p>The terms of the Subordinated Notes will contain an event of default of the event that an order is made or an effective resolution is passed for the liquidation (<i>liquidation judiciaire</i> or <i>liquidation amiable</i>) of the Issuer.</p>
		<p><b>Meetings</b></p> <p>The terms of the Notes will contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p>In the case of French Law Notes, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (the "<b>Masse</b>").</p> <p>The Masse will act in part through a representative (the "<b>Representative</b>") and in part through a general meeting of the Noteholders (the "<b>General Meeting</b>").</p>
		<p><b>Taxation</b></p> <p>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by France or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision thereof or therein to which BNPP becomes subject in respect of the Notes, unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.</p> <p>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 of the Terms and Conditions</p>

		<p>of the English Law Notes or Condition 6 of the Terms and Conditions of the French Law Notes, as the case may be, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "<b>Code</b>") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6 of the Terms and Conditions of the English Law Notes and Condition 6 of the Terms and Conditions of the French Law Notes, as the case may be) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.</p>
		<p><b>Governing law</b></p> <p>In the case of English law Notes, the Agency Agreement, the Deed of Covenant, the Notes (except for Condition 2(b) of the Terms and Conditions of the English Law Notes which is governed by French law), the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Deed of Covenant, the Notes (except as aforesaid), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law. In the case of French law Notes, the French Law Agency Agreement and the Notes shall be construed in accordance with, French law.</p>
<b>C.9</b>	Interest/Redemption	<p><b>Interest</b></p> <p>Notes may or may not bear or pay interest. Notes that do not bear or pay interest may be offered and sold at a discount to their nominal amount. Interest paying Notes will either bear or pay interest determined by reference to a fixed rate, a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s) (each an "<b>Underlying Reference</b>").</p> <p>In each case, interest will be payable on such date or dates as determined by the Issuer and any relevant Dealer at the time of issue of the Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. In the case of Undated Subordinated Notes, if so specified in the applicable Final Terms, the Issuer may determine to suspend and defer payments of interest.</p> <p>In addition, the interest rate and yield in respect of Notes bearing interest at a fixed rate will also be so agreed, specified and summarised.</p> <p>Interest may be calculated by reference to a reference rate (such as, but not limited to, LIBOR or EURIBOR). The reference rate and the manner in which such rate will be calculated using the reference rate (including any margin over or below the reference rate) will be</p>

		<p>determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p>The Rate of Interest may be calculated by reference to one or more Underlying Reference. The Underlying Reference(s) and the manner in which such rate will be calculated will be determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p>The Rate of Interest may be any of the following as specified in the applicable Final Terms:</p> <p>Fixed Rate</p> <p>Floating Rate</p> <p>SPS Fixed Coupon</p> <p>Digital Coupon</p> <p>Snowball Digital Coupon</p> <p>Accrual Digital Coupon</p> <p>Stellar Coupon</p> <p>Cappuccino Coupon</p> <p>Ratchet Coupon</p> <p>Driver Coupon</p> <p>Sum Coupon</p> <p>Option Max Coupon</p> <p>FI Digital Coupon</p> <p>Range Accrual Coupon</p> <p>Combination Floater Coupon</p> <p>PRDC Coupon</p> <p>FI Digital Floor Coupon</p> <p>FI Digital Cap Coupon</p> <p>FI Target Coupon</p> <p>These rates and/or amounts of interest payable may be subject to a maximum or a minimum. If Coupon Switch Election or Automatic</p>
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		<p>Coupon Switch is specified in the applicable Final Terms, the rate may be switched from one specified rate to another. The terms applicable to each Series of such Notes will be determined by the Issuer and any relevant Dealer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p><b>Redemption</b></p> <p>The terms under which Notes may be redeemed (including the maturity date, redemption date or related settlement date and the amount payable or deliverable on redemption as well as any provisions relating to early redemption or cancellation) will be determined by the Issuer at the time of issue of the relevant Notes, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. Notes may be redeemed early for tax reasons at the Early Redemption Amount calculated in accordance with the Conditions or, if specified in the applicable Final Terms, at the option of the Issuer or at the option of the Noteholders at the Optional Redemption Amount specified in the applicable Final Terms.</p> <p>Notes may be cancelled or redeemed early if the performance of the Issuer's obligations under the Notes has become illegal or by reason of force majeure or act of state it becomes impossible or impracticable for the Issuer to perform its obligations under the Notes and/or any related hedging arrangements.</p> <p>In the case of Notes linked to an Underlying Reference, the Notes may also be cancelled or redeemed early following the occurrence of certain disruption, adjustment, extraordinary or other events as summarised in the relevant issue specific summary annexed to the applicable Final Terms. If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the amount payable or deliverable on redemption may be switched from one amount payable or deliverable to another.</p> <p><b>Indication of Yield</b></p> <p>In the case of Notes that bear or pay interest at a fixed rate, the yield will be specified in the applicable Final Terms and will be calculated as the rate of interest that, when used to discount each scheduled payment of interest and principal under the Notes from the Scheduled Maturity Date back to the Issue Date, yields amounts that sum to the Issue Price. An indication of the yield may only be calculated for Fixed Rate and may not be determined for Notes that bear or pay interest determined by reference to a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s).</p> <p>The yield is calculated at the Issue Date on the basis of the Issue</p>
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		<p>Price and on the assumption that the Notes are not subject to early cancellation or, if applicable, no Credit Event occurs. It is not an indication of future yield.</p> <p>In the case of Notes that bear or pay interest other than at a fixed rate, due to the nature of such Notes it is not possible to determine the yield as of the Issue Date.</p> <p><b>Representative of Noteholders</b></p> <p>No representative of the Noteholders has been appointed by the Issuer.</p> <p>In the case of French Law Notes, in respect of the representation of the Noteholders, the following shall apply:</p> <p>(a) If the relevant Final Terms specifies “Full Masse”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i> and the provisions of the French <i>Code de commerce</i> relating to the <i>Masse</i> shall apply; or</p> <p>(b) If the relevant Final Terms specifies “Contractual Masse”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i>. The <i>Masse</i> will be governed by the provisions of the French <i>Code de commerce</i> with the exception of Articles L.228-48, L.228-59, Article L.228-65 II, L.228-71, R.228-63, R.228-67 and R.228-69.</p> <p>The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single <i>Masse</i> of all Tranches in such Series.</p> <p>Please also refer to item C.8 above for rights attaching to the Notes.</p>
<b>C.10</b>	Derivative component in the interest payment	<p>Payments of interest in respect of certain Tranches of Notes may be determined by reference to the performance of certain specified Underlying Reference(s).</p> <p>Please also refer to Elements C.9 above and C.15 below.</p>
<b>C.11</b>	Admission to Trading	<p>Notes issued under the Programme may be listed and admitted to trading on Euronext Paris, the Luxembourg Stock Exchange, the EuroMTF Market or such other regulated market, organised market or other trading system specified in the applicable Final Terms, or may be issued on an unlisted basis.</p>
<b>C.15</b>	How the value of the investment in the derivative	<p>The amount (if any) payable in respect of interest or the amount payable or assets deliverable on redemption or settlement of the Notes may be calculated by reference to certain specified Underlying Reference(s) specified in the applicable Final Terms.</p>



	securities is affected by the value of the underlying assets	
<b>C.16</b>	Maturity of the derivative securities	The Maturity Date of the Notes will be specified in the applicable Final Terms.
<b>C.17</b>	Settlement Procedure	Notes may be cash or physically settled.  In certain circumstances the Issuer or the Noteholder may vary settlement in respect of the Notes.
<b>C.18</b>	Return on Derivative Notes	See item C.8 above for the rights attaching to the Notes.  Information on interest in relation to the Notes is set out in Element C.9 above  <b>Final Redemption – Notes</b>  Each Note will be redeemed by the Issuer on the Maturity Date unless previously redeemed or purchased and cancelled:  (a) if the Notes are Cash Settled Notes, at the Final Redemption Amount as specified in the applicable Final Terms, being an amount calculated by the Calculation Agent equal to the Final Payout specified in the applicable Final Terms; or  (b) if the Notes are Physically Settled Notes, by delivery of the Entitlement, being the quantity of the Relevant Asset(s) specified in the applicable Final Terms equal to the Entitlement Amount specified in the applicable Final Terms.  <b>Final Payouts</b>  <b>SPS Final Payouts</b>  SPS Fixed Percentage Notes  SPS Reverse Convertible Notes  SPS Reverse Convertible Standard Notes  Vanilla Call Notes  Vanilla Call Spread Notes  Vanilla Put Notes  Vanilla Put Spread Notes  Vanilla Digital Notes

		<p>Knock-in Vanilla Call Notes</p> <p>Knock-out Vanilla Call Notes</p> <p>Asian Notes</p> <p>Asian Spread Notes</p> <p>Himalaya Securities</p> <p>Autocall Notes</p> <p>Autocall One Touch Notes</p> <p>Autocall Standard Notes</p> <p>Certi plus: Booster Notes</p> <p>Certi plus: Bonus Notes</p> <p>Certi plus: Leveraged Notes</p> <p>Certi plus: Twin Win Notes</p> <p>Certi plus: Super Sprinter Notes</p> <p>Certi plus: Generic Notes</p> <p>Certi plus: Generic Knock-in Notes</p> <p>Ratchet Notes</p> <p>Sum Notes</p> <p>Option Max Notes</p> <p><b>FI Payouts</b></p> <p>FI FX Vanilla Notes</p> <p>FI Digital Floor Notes</p> <p>FI Digital Cap Notes</p> <p>FI Digital Plus Notes</p> <p><b>Entitlement Amounts</b></p> <p>Delivery of Worst-Performing Underlying</p> <p>Delivery of Best-Performing Underlying</p> <p>If Rounding and Residual Amount is specified in the applicable Final Terms, the Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to the Rounding and</p>
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		<p>Residual Amount.</p> <p><b>Automatic Early Redemption</b></p> <p>If an Automatic Early Redemption Event specified in the applicable Final Terms occurs, the Notes will be redeemed early at the Automatic Early Redemption Amount on the Automatic Early Redemption Date.</p> <p>The Automatic Early Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount will be equal to the Automatic Early Redemption Payout specified in the applicable Final Terms or, if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate specified in the applicable Final Terms relating to the Automatic Early Redemption Date.</p> <p><b>Automatic Early Redemption Payouts</b></p> <p>SPS Automatic Early Redemption Payout</p> <p>Target Automatic Early Redemption</p> <p>FI Underlying Automatic Early Redemption</p> <p>FI Coupon Automatic Early Redemption</p>
<b>C.19</b>	Final reference price of the Underlying	<p>Where the amount payable in respect of interest or the amount payable or assets deliverable on redemption or settlement of the Notes is determined by reference to one or more Underlying Reference, the final reference price of the Underlying Reference will be determined in accordance with the valuation mechanics set out in Element C.10 and Element C.18 above, as applicable.</p>
<b>C.20</b>	Underlying Reference	<p>One or more index, share, global depositary receipt ("<b>GDR</b>"), American depositary receipt ("<b>ADR</b>"), inflation index, commodity, commodity index, unit, interest or share in a fund, the credit of one or more reference entity, interest in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each "an <b>exchange traded instrument</b>"), foreign exchange rate, underlying interest rate or the combination of any of the foregoing or such other underlying or basis of reference.</p> <p>The Underlying Reference(s) in relation to a Tranche of Notes will be specified in the applicable Final Terms. The applicable Final Terms will specify where information on the Underlying Reference(s) can be obtained.</p>

## Section D - Risks

Element	Title	
<b>D.2</b>	Key risks regarding the Issuer	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme.</p> <p>Twelve main categories of risk are inherent in BNPP's activities:</p> <ol style="list-style-type: none"> <li>1. Credit Risk;</li> <li>2. Counterparty Risk;</li> <li>3. Securitisation;</li> <li>4. Market Risk;</li> <li>5. Operational Risk;</li> <li>6. Compliance and Reputation Risk;</li> <li>7. Concentration Risk;</li> <li>8. Asset-liability management Risk;</li> <li>9. Breakeven Risk;</li> <li>10. Strategy Risk;</li> <li>11. Liquidity and refinancing Risk;</li> <li>12. Insurance subscription Risk.</li> </ol> <p>Difficult market and economic conditions could have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk.</p> <p>Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.</p> <p>BNPP's access to and cost of funding could be adversely affected by a resurgence of the Euro-zone sovereign debt crisis, worsening economic conditions, further rating downgrades or other factors.</p> <p>A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.</p> <p>BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.</p> <p>BNPP may generate lower revenues from brokerage and other</p>

		<p>commission and fee-based businesses during market downturns.</p> <p>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.</p> <p>Significant interest rate changes could adversely affect BNPP's revenues or profitability.</p> <p>The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.</p> <p>BNPP's competitive position could be harmed if its reputation is damaged.</p> <p>An interruption in or a breach of BNPP's information systems may result in lost business and other losses.</p> <p>Unforeseen external events can interrupt BNPP's operations and cause substantial losses and additional costs.</p> <p>BNPP is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.</p> <p>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.</p> <p>BNPP's hedging strategies may not prevent losses.</p> <p>BNPP may experience difficulties integrating acquired companies and may be unable to realise the benefits expected from its acquisitions.</p> <p>Intense competition, especially in France where it has the largest single concentration of its businesses, could adversely affect BNPP's revenues and profitability.</p>
<p><b>D.3</b></p>	<p>Key risks regarding the Notes</p>	<p>In addition to the risks relating to the Issuer (including the default risk) that may affect the Issuer's ability to fulfil its obligations under the Notes, there are certain factors which are material for the purposes of assessing the market risks associated with Notes issued under the Programme, including that (i) the Notes are unsecured obligations, (ii) the trading market for Notes may be volatile and may be adversely impacted by many events, (iii) an active secondary market may never be established or may be illiquid and that this may adversely affect the value at which an investor may sell its Notes (investors may suffer a partial or total loss of the amount of their investment), (iv) Notes may be redeemed prior to maturity at the option of the Issuer which may limit their market value, (v) holders of Subordinated Notes generally face an enhanced performance risk and enhanced risk of loss in the event of the Issuer's insolvency than holders of Senior Notes and that future capital adequacy requirements will impact the issue and terms of Subordinated Notes, (vi) there are risks relating to Notes denominated in CNY as CNY is currently not freely convertible</p>

and there are risks involved in relation to Notes cleared through CMU, (vii) Notes including leverage involve a higher level of risk and whenever there are losses on such Notes those losses may be higher than those of a similar security which is not leveraged, (viii) the trading price of the Notes is affected by a number of factors including, but not limited to, (in respect of Notes linked to an Underlying Reference) the price of the relevant Underlying Reference(s) and volatility and such factors mean that the trading price of the Notes may be below the Final Redemption Amount or value of the Entitlement, (ix) exposure to the Underlying Reference in many cases will be achieved by the Issuer entering into hedging arrangements and, in respect of Notes linked to an Underlying Reference, potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes, (x) the Notes may have a minimum trading amount and if, following the transfer of any Notes, a Noteholder holds fewer Notes than the specified minimum trading amount, such Noteholder will not be permitted to transfer their remaining Notes prior to redemption without first purchasing enough additional Notes in order to hold the minimum trading amount, (xi) if so indicated in the Final Terms the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the Notes, (xii) settlement may be postponed following the occurrence or existence of a Settlement Disruption Event and, in these circumstances, the Issuer may pay a Disruption Cash Settlement Price (which may be less than the fair market value of the Entitlement) in lieu of delivering the Entitlement, (xiii) the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Notes, or early redemption or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the Notes, (xiv) the Notes may be redeemed in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the Notes, (xv) the meetings of Noteholders provisions permit defined majorities to bind all Noteholders, (xvi) any judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of the Base Prospectus could materially adversely impact the value of any Notes affected by it, (xvii) a reduction in the rating, if any, accorded to outstanding debt securities of the Issuer by a credit rating agency could result in a reduction in the trading value of the Notes, (xviii) certain conflicts of interest may arise (see Element E.4 below).

In addition, there are specific risks in relation to Notes which are linked to an Underlying Reference (including Hybrid Notes) and an investment in such Notes will entail significant risks not associated with an investment in a conventional debt security. Risk factors in

relation to Underlying Reference linked Notes include: (i) in the case of Index Linked Notes, exposure to one or more index, adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes, (ii) in the case of Share Linked Notes, exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("**GDR**") or American depositary receipt ("**ADR**"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes, (iii) in the case of Commodity Linked Notes, exposure to one or more commodity and/or commodity index, similar market risks to a direct commodity investment, market disruption and adjustment events which may have an adverse effect on the value or liquidity of the Notes, delays to the determination of the final level of a commodity index resulting in delays to the payment of the Final Redemption Amount, (iv) in the case of ETI Linked Notes, exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "**exchange traded instrument**"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Linked Notes may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes, (v) in the case of Inflation Linked Notes, exposure to an inflation index and adjustments, (vi) in the case of Fund Linked Notes, exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Linked Notes may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the Notes, (vii) in the case of Credit Linked Notes, exposure to the credit of one or more reference entities, (viii) in the case of Underlying Interest Rate Linked Notes, exposure to an underlying interest, (ix) in the case of Foreign Exchange (FX) Rate Linked Notes, exposure to a currency, similar market risks to a direct currency investment and market disruption, (x) that unless otherwise specified in the applicable Final Terms the Issuer will not provide post-issuance information in relation to the Underlying Reference.

Furthermore there are specific risks in relation to Notes linked to an Underlying Reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and applicable of laws, increased custodian costs and administrative difficulties and higher

		<p>probability of the occurrence of a disruption or adjustment event). Notes traded in emerging or developing countries tend to be less liquid and the prices of such securities more volatile. There are also specific risks in relation to Dynamic Notes which are intrinsically more complex making their evaluation difficult in terms of risk at the time of the purchase as well as thereafter.</p> <p>In certain circumstances Noteholders may lose the entire value of their investment.</p> <p>In respect of an issue of Notes, further risks relevant to such Notes which are set out in the "Risk Factors" section of the Base Prospectus may be summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p>
<b>D.6</b>	Risk warning	<p>See Element D.3 above.</p> <p>In the event of the insolvency of an Issuer or if it is otherwise unable or unwilling to repay the Notes when repayment falls due, an investor may lose all or part of his investment in the Notes. In addition, in the case of Notes linked to an Underlying Reference, investors may lose all or part of their investment in the Notes as a result of the terms and conditions of those Notes.</p>

#### Section E - Offer

Element	Title	
<b>E.2b</b>	Reasons for the offer and use of proceeds	The net proceeds from the issue of the Notes will be applied for the general financing purposes of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.
<b>E.3</b>	Terms and conditions of the offer	<p>Under the programme, the Notes may be offered to the public in a Non-Exempt Offer in France, Belgium, Luxembourg, United Kingdom, Italy, Germany, Spain, the Netherlands and Portugal.</p> <p>The terms and conditions of each offer of Notes will be determined by agreement between the Issuer and the relevant Dealers at the time of issue and specified in the applicable Final Terms. An Investor intending to acquire or acquiring any Notes in a Non-exempt Offer from an Authorised Offeror will do so, and offers and sales of such Notes to an Investor by such Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocations and settlement arrangements.</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	The relevant Dealers may be paid fees in relation to any issue of Notes under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may



		<p>perform other services for, the Issuer and their Affiliates in the ordinary course of business.</p> <p>Various entities within the BNPP Group (including the Issuer) and Affiliates may undertake different roles in connection with the Notes, including Issuer of the Notes, Calculation Agent of the Notes, issuer, sponsor or calculation agent of the Underlying Reference(s) and may also engage in trading activities (including hedging activities) relating to the Underlying Reference and other instruments or derivative products based on or relating to the Underlying Reference which may give rise to potential conflicts of interest.</p> <p>The Calculation Agent may be an Affiliate of the Issuer and potential conflicts of interest may exist between the Calculation Agent and holders of the Notes.</p> <p>The Issuer and its Affiliates may also issue other derivative instruments in respect of the Underlying Reference and may act as underwriter in connection with future offerings of shares or other securities relating to an issue of Notes or may act as financial adviser to certain companies or companies whose shares or other securities are included in a basket or in a commercial banking capacity for such companies.</p> <p>In respect of ETI Linked Notes and Fund Linked Notes, the Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests and may be paid for the provision of such services. This business could present certain conflicts of interest.</p>
<b>E.7</b>	Expenses charged to the investor by the Issuer or an offeror	It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of Notes under the Programme. Other Authorised Offerors (as defined above) may, however, charge expenses to investors. Such expenses (if any) will be determined on a case by case basis.

## PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of Notes, Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary explaining why it is not applicable.

### Section A - Introduction and warnings

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<ul style="list-style-type: none"> <li>• <b>This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms.</b></li> <li>• <b>Any decision to invest in any Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.</b></li> <li>• <b>Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.</b></li> <li>• <b>No civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of the Base Prospectus and the applicable Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Notes.</b></li> </ul>
A.2	Consent as to use the Base Prospectus, period of validity and other	[Consent: Subject to the conditions set out below, the Issuer consents to the use of the Base Prospectus in connection with a Non-exempt Offer of Notes by the Dealers[, [names of specific financial intermediaries listed in final terms,] [and] [each financial intermediary whose name is published on the Issuer's website ( <a 115="" 341="" 940="" 955"="" data-label="Page-Footer" href="https://rates-&lt;/a&gt;&lt;/td&gt; &lt;/tr&gt; &lt;/tbody&gt; &lt;/table&gt; &lt;/div&gt; &lt;div data-bbox="> <p>0092651-0000074 ICM:16493707.24</p> </a>

<p>conditions attached</p>	<p>globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):</p> <p><i>"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes] (the "<b>Notes</b>") described in the Final Terms dated [insert date] (the "<b>Final Terms</b>) published by BNP Paribas (the "<b>Issuer</b>"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Notes in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."]</i></p> <p>(each an "<b>Authorised Offeror</b>").</p> <p><i>Offer period:</i> The Issuer's consent referred to above is given for Non-exempt Offers of Notes during [offer period for the issue to be specified here] (the "<b>Offer Period</b>").</p> <p><i>Conditions to consent:</i> The conditions to the Issuer's consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Offer Period; (b) only extends to the use of the Base Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in [specify each Relevant Member State in which the particular Tranche of Notes can be offered] and (c) [specify any other conditions applicable to the Non-exempt Offer of the particular Tranche, as set out in the Final Terms].</p>
	<p><b>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE INVESTOR MUST LOOK TO THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE AUTHORISED OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.]</b></p>

## Section B - Issuer

Element	Title	
B.1	Legal and commercial name of the Issuer	BNP Paribas (" <b>BNPP</b> " or the " <b>Bank</b> " or the " <b>Issuer</b> ").
B.2	Domicile/ legal form/ legislation/ country of incorporation	The Issuer was incorporated in France as a <i>société anonyme</i> under French law and licensed as a bank, having its head office at 16, boulevard des Italiens – 75009 Paris, France.
B.4b	Trend information	<p><b>[Macroeconomic Conditions:</b> The Bank's results of operations are affected by the macroeconomic and market environment. Given the nature of its business, the Bank is particularly susceptible to macroeconomic and market conditions in Europe, which have experienced disruptions in recent years.</p> <p>While global economic conditions generally improved over the course of 2012, growth prospects diverge for advanced and developing economies in 2013 and going forward. In the Euro-zone, sovereign spreads came down in 2012 from historically high levels, although uncertainty remains over the solvability of certain sovereigns and the extent to which E.U. member states are willing to provide additional financing.</p> <p><b>Legislation and Regulations Applicable to Financial Institutions:</b> The Bank is affected by legislation and regulations applicable to global financial institutions, which are undergoing significant change in the wake of the global financial crisis. New measures that have been proposed and adopted include more stringent capital and liquidity requirements, taxes on financial transactions, restrictions and taxes on employee compensation, limits on commercial banking activities, restrictions of types of financial products, increased internal control and transparency requirements, more stringent business conduct rules, mandatory reporting and clearing of derivative transactions, requirements to mitigate risks relating to OTC derivatives and the creation of new and strengthened regulatory bodies. New or proposed measures that affect or will affect the Bank include the Basel 3 and CRD4 prudential frameworks, the related requirements announced by the EBA, the designation of the Bank as a systemically important financial institution by the FSB, the French banking law, the E.U. Liikanen proposal and the Federal Reserve's proposed framework for the regulation of foreign banks. ]</p>
B.5	Description of the Group	BNPP is a European leading provider of banking and financial services and has four domestic retail banking markets in Europe,

		namely in Belgium, France, Italy and Luxembourg. It is present in 78 countries and has almost 190,000 employees, including over 145,000 in Europe. BNPP is the parent company of the BNP Paribas Group (the "BNPP Group").	
<b>B.9</b>	Profit forecast or estimate	[Not applicable, the Issuer has not made a profit forecast or estimate.]	
<b>B.10</b>	Audit report qualifications	[Not applicable, there are no qualifications in any audit report on the historical financial information included in the Base Prospectus.] [The audit report on the historical financial information included in the Base Prospectus contains the following qualification(s): <i>[describe qualification(s)]</i> ]	
<b>B.12</b>	Selected historical key financial information:		
	<b>In millions of EUR</b>		
		31/12/2011	31/12/2012
	Revenues	42,384	39,072
	Cost of risk	(6,797)	(3,941)
	Net income, Group share	6,050	6,553
	Common Equity Tier 1 Ratio (Basel 2.5)	9.6%	11.8%
	Tier 1 Ratio	11.6%	13.6%
	Total consolidated balance sheet	1,965,283	1,907,290
	Consolidated loans and receivables due from customers	665,834	630,520
	Consolidated items due to customers	546,284	539,513
	Shareholders' equity (Group share)	75,370	85,886
	<p><b>Statements of no significant or material adverse change</b></p> <p>There has been no significant change in the financial or trading position of the BNPP Group since <i>[specify date]</i> and there has been no material adverse change in the prospects of [BNPP or ]the BNPP Group since <i>[specify date]</i>.</p> <p>There has been no significant change in the financial or trading position of the Issuer since <i>[specify date]</i> and there has been no material adverse change in the prospects of the Issuer since <i>[specify date]</i>.</p>		
<b>B.13</b>	Events impacting the	[Not applicable, to the best of the Issuer's knowledge, there have not been any recent events which are to a material extent relevant to the	

	Issuer's solvency	evaluation of the Issuer's solvency since 31 December 2012.] [ <i>specify any recent events which are to a material extent relevant to the evaluation of the Issuer's solvency</i> ]
<b>B.14</b>	Dependence upon other group entities	<p>Subject to the following paragraph, BNPP is not dependent upon other members of the BNPP Group.</p> <p>In April 2004, BNPP began outsourcing IT Infrastructure Management Services to the “BNP Paribas Partners for Innovation” (BP<sup>21</sup>) joint venture set up with IBM France at the end of 2003. BP<sup>21</sup> provides IT Infrastructure Management Services for BNPP and several BNPP subsidiaries in France, Switzerland, and Italy. In mid-December 2011 BNPP renewed its agreement with IBM France for a period lasting until end-2017. At the end of 2012, the parties entered into an agreement to gradually extend this arrangement to BNP Paribas Fortis as from 2013. BP<sup>21</sup> is 50/50-owned by BNPP and IBM France; IBM France is responsible for daily operations, with a strong commitment of BNPP as a significant shareholder. [See also Element B.5 above.]</p>
<b>B.15</b>	Principal activities	<p>BNP Paribas holds key positions in its three activities:</p> <ul style="list-style-type: none"> <li>• Retail Banking, which includes: <ul style="list-style-type: none"> <li>• a set of Domestic Markets, comprising: <ul style="list-style-type: none"> <li>• French Retail Banking (FRB),</li> <li>• BNL bancacommerciale (BNL bc), Italian retail banking,</li> <li>• Belgian Retail Banking (BRB),</li> <li>• Other Domestic Markets activities, including Luxembourg Retail Banking (LRB);</li> </ul> </li> <li>• International Retail Banking, comprising: <ul style="list-style-type: none"> <li>• Europe-Mediterranean,</li> <li>• BancWest;</li> </ul> </li> <li>• Personal Finance;</li> </ul> </li> <li>• Investment Solutions; and</li> <li>• Corporate and Investment Banking (CIB).</li> </ul>
<b>B.16</b>	Controlling shareholders	<p>None of the existing shareholders controls, either directly or indirectly, the Issuer. The main shareholders are Société Fédérale de Participations et d'Investissement (SFPI) a public-interest <i>société anonyme</i> (public limited company) acting on behalf of the Belgian government holding 10.3% of the share capital as at 31 December 2012; AXA holding 5.3% of the share capital as at 31 December 2012</p>

		and Grand Duchy of Luxembourg holding 1.0% of the share capital as at 31 December 2012. To BNPP's knowledge, no shareholder other than SFPI or AXA owns more than 5% of its capital or voting rights.
<b>B.17</b>	Solicited credit ratings	<p>[BNPP's long term credit ratings are [A+ with a negative outlook (Standard &amp; Poor's Credit Market Services France SAS)], [A2 with a stable outlook (Moody's Investors Service Ltd.)] and [A+ with a stable outlook (Fitch France S.A.S.)] [The Notes [have [not] been/are expected to be] rated [●] by [●].</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.]</p> <p>[Not Applicable - No ratings have been assigned to the Issuer or its debt securities at the request of or with the co-operation of the Issuer in the rating process.]</p>

### Section C – Notes

Element	Title	
<b>C.1</b>	Type and class of Notes/ ISIN	<p>The Notes are issued in Series. The Series Number of the Notes is [●]. The Tranche number is [●].</p> <p>The ISIN is: [●].</p> <p>The Common Code is: [●].</p> <p>The Notes are [cash settled Notes/physically settled Notes].</p>
<b>C.2</b>	Currency	The currency of this Series of Notes is ([●]).
<b>C.5</b>	Restrictions on free transferability	The Notes will be freely transferable, subject to the offering and selling restrictions in <i>Subscription and Sale</i> and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Notes are offered or sold.
<b>C.8</b>	Rights attaching to the Notes	<p>Notes issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b><i>Status and Subordination</i></b></p> <p>The Notes are [Senior] [Subordinated] Notes.</p> <p>[Senior Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).]</p> <p>[The Subordinated Notes are [Dated Subordinated] [Undated Subordinated] Notes:</p>

	<p>[Dated Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of BNPP and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of BNPP and will have a fixed maturity date. Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of the Noteholders and (if so specified in the applicable Final Terms) the Couponholders to payment under the Dated Subordinated Notes and (if applicable) relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and, subject to such payment in full, such Noteholders and (if so specified in the applicable Final Terms) Couponholders will be paid in priority to <i>prêts participatifs</i> granted to BNPP and <i>titres participatifs</i> issued by BNPP. The relative Coupons will not be subordinated (unless otherwise specified in the applicable Final Terms).]</p> <p>[Undated Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of BNPP and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of BNPP and will have no fixed maturity date. Payment of interest in respect of Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 3(g) of the Terms and Conditions of the English Law Notes and Condition 3(f) of the Terms and Conditions of the French Law Notes, as the case may be. Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of Noteholders and Couponholders to payment under the Undated Subordinated Notes and relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and subject to such payment in full, such Noteholders and Couponholders will be paid in priority to <i>prêts participatifs</i> granted to BNPP and <i>titres participatifs</i> issued by BNPP.</p> <p>The proceeds of issues of Undated Subordinated Notes may be used for offsetting losses of BNPP and, thereafter, to allow it to continue its activities in accordance with French banking regulations. The proceeds of such issues will be classed amongst the funds of BNPP in accordance with Article 4(c) of <i>Règlement</i> No. 90-02 of the <i>Comité de la réglementation bancaire et financière</i>. This provision does not in any way affect any French law applicable to accounting principles relating to allocation of losses nor the duties of the shareholders and does not in any way affect the rights of the Noteholders and Couponholders to receive payment of principal and interest under the Undated Subordinated Notes and Coupons in accordance with the terms and conditions of the relevant Notes.]]</p>
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		<p><b>Negative pledge</b></p> <p>The terms of the Notes will not contain a negative pledge provision.</p>
		<p><b>Events of Default</b></p> <p>[The terms of the Senior Notes will contain events of default including non-payment, non-performance or non-observance of the Issuer's obligations in respect of the Notes and the insolvency or winding up of the Issuer.]</p> <p>[The terms of the Subordinated Notes will contain an event of default of the event that an order is made or an effective resolution is passed for the liquidation (<i>liquidation judiciaire or liquidation amiable</i>) of the Issuer.]</p>
		<p><b>Meetings</b></p> <p>The terms of the Notes will contain provisions for calling meetings of holders of such Notes to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders, including holders who did not attend and vote at the relevant meeting and holders who voted in a manner contrary to the majority.</p> <p>[<i>In the case of French Law Notes:</i> The Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (the "<b>Masse</b>").</p> <p>The Masse will act in part through a representative (the "<b>Representative</b>") and in part through a general meeting of the Noteholders (the "<b>General Meeting</b>").]</p>
		<p><b>Taxation</b></p> <p>All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by France or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision thereof or therein to which BNPP becomes subject in respect of the Notes, unless such deduction or withholding is required by law. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.</p> <p>Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6 of the Terms and Conditions of the English Law Notes and Condition 6 of the Terms and Conditions of the French Law Notes, as the case may be, (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "<b>Code</b>") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6 of the</p>

		Terms and Conditions of the English Law Notes and Condition 6 of the Terms and Conditions of the French Law Notes, as the case may be) any law implementing an intergovernmental approach thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.
		<p><b>Governing law</b></p> <p>[Except as provided below] [T]his Series of Notes is governed by [English/French] law. [Condition 2(b) of the Terms and Conditions of the English Law Notes is governed by French law.]</p>
<b>C.9</b>	Interest/ Redemption	<p><b>[Interest]</b></p> <p><i>[Insert in the case of non-interest bearing Notes: The Notes do not bear or pay interest.] [Insert in the case of Notes sold at a discount to their nominal amount and will be offered and sold at a discount to their nominal amount].</i></p> <p>[The Notes [[bear/pay] interest [from their date of issue/from [●]] at the fixed rate of [●] per cent. per annum. [The yield of the Notes is [●] per cent.] [Interest] will be paid [annually] [in arrear] on [●] in each year. The first interest payment will be made on [●].]</p> <p>[The Notes [bear/pay] interest [from their date of issue/from [●]] at floating rates calculated by reference to [<i>specify reference rate for Notes being issued</i>] [plus/minus] a margin of [●] per cent. Interest will be paid [quarterly/semi-annually/annually] [in arrear] on [●] in each year[, subject to adjustment for non-business days]. The first interest payment will be made on [●].]</p> <p>[The Notes [[bear/pay] interest] [from their date of issue/from [●]] at [a structured rate calculated by reference to [<i>insert underlying</i>] (the "<b>Underlying Reference(s)</b>")]. Interest will be paid [quarterly/semi-annually/annually] [in arrear] on [●] in each year. The first interest payment will be made on [●].]</p> <p>The interest rate is calculated as set out below:</p> <p><b>[SPS Fixed Coupon]</b></p> <p><b>[Digital Coupon]</b></p> <p><b>[Snowball Digital Coupon]</b></p> <p><b>[Accrual Digital Coupon]</b></p> <p><b>[Stellar Coupon]</b></p> <p><b>[Cappuccino Coupon]</b></p> <p><b>[Ratchet Coupon]</b></p> <p><b>[Driver Coupon]</b></p> <p><b>[Sum Coupon]</b></p> <p><b>[Option Max Coupon]</b></p>

	<p><b>[FI Digital Coupon]</b></p> <p><b>[Range Accrual Coupon]</b></p> <p><b>[Combination Floater Coupon]</b></p> <p><b>[PRDC Coupon]</b></p> <p><b>[FI Digital Floor Coupon]</b></p> <p><b>[FI Digital Cap Coupon]</b></p> <p><b>[FI Target Coupon]</b></p> <p><i>[Insert if Coupon Switch is applicable: If [the Issuer, in its sole and absolute discretion, elects that the interest basis be amended][an Automatic Coupon Switch Event occurs], the interest basis of the Notes will be amended and on and after [●] (the "Coupon Switch Date") the Notes will bear interest at the [specify rate].</i></p> <p><b>"Automatic Coupon Switch Event"</b> means <i>[specify].</i></p> <p><b>Redemption</b></p> <p>Unless previously redeemed or cancelled, each Security will be redeemed on [●] [at [par]/[[●] per cent of its nominal amount]][as set out in Element C.18].</p> <p><i>[Insert if Payout Switch is applicable: If [the Issuer, in its sole and absolute discretion, elects that the [redemption/payment basis] [[Final] Payout] be amended][an Automatic Payout Switch Event occurs], the [redemption/payment Basis] [[Final] Payout] of the Notes will be amended on and after [●] (the "Payout Switch Date") to [specify switched payout].</i></p> <p><b>"Automatic Payout Switch Event"</b> means <i>[specify].</i></p> <p><i>[The Notes may be redeemed early for [tax reasons] [or] [specify an other early redemption option applicable to the Notes being issued] at [specify the early redemption amount and any maximum or minimum redemption amounts, applicable to the Notes being issued].</i></p> <p>The Notes may be redeemed early for tax reasons at the Early Redemption Amount calculated in accordance with the Conditions[, or] at the option of the Issuer [or at the option of the Noteholders] at the Optional Redemption Amount specified in the applicable Final Terms]. <i>[The Notes may also be redeemed early for [specify any other early redemption option applicable to the Notes being issued] at [specify the early redemption amount and any maximum or minimum redemption amounts, applicable to the Notes being issued].]</i></p> <p><b>Representative of Noteholders</b></p> <p><i>[No representative of the Noteholders has been appointed by the Issuer.]</i></p>
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		<p>[In the case of French Law Notes: In respect of the representation of the Noteholders, [If the relevant Final Terms specifies “Full Masse”: the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse and the provisions of the French Code de commerce relating to the Masse shall apply.] / [If the relevant Final Terms specifies “Contractual Masse”: the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse. The Masse will be governed by the provisions of the French Code de commerce with the exception of Articles L.228-48, L.228-59, Article L.228-65 II, L.228-71, R.228-63, R.228-67 and R.228-69.]</p> <p>The names and addresses of the initial Representative of the Masse and its alternate are [●]. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single Masse of all Tranches in such Series.]</p> <p>Please also refer to item C.8 above for rights attaching to the Notes.</p>
<b>C.10</b>	Derivative component in the interest payment	<p>[Not Applicable] [Payments of interest in respect of the Notes will be determined by reference to the performance of the Underlying Reference(s).</p> <p>Please also refer to Elements C.9 above and C.16 below.]</p>
<b>C.11</b>	Admission to Trading	<p>[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris]/[the Luxembourg Stock Exchange/[●].]</p> <p>[The Notes are not intended to be admitted to trading on any market.]</p>
<b>C.15</b>	How the value of the investment in derivative securities is affected by the value of the underlying assets	<p>The [If the Notes pay interest, insert: amount payable in respect of [interest] and ] [amount payable][assets deliverable] on [redemption][settlement] [is/are] calculated by reference to the Underlying Reference(s). See item C.9 above and C.18 below.</p>
<b>C.16</b>	Maturity	<p>The Maturity Date of the Notes is [●]</p>
<b>C.17</b>	Settlement Procedure	<p>This Series of Notes is [cash/physically] settled.</p> <p>The Issuer [has/does not have] the option to vary settlement. [The Noteholder may elect for settlement by way of cash payment or by way of physical delivery.]</p>
<b>C.18</b>	Return on derivative	<p>See Element C.8 above for the rights attaching to the Notes.</p> <p>[See Element C.9 above for information on interest.]</p>

	securities	<p><b><i>Final Redemption</i></b></p> <p>Unless previously redeemed or purchased and cancelled, each Security will be redeemed by the Issuer on the Maturity Date at [<i>Insert in the case of cash settled Notes: [●]</i>][the Final Redemption Amount equal to:][<i>Insert in the case of physically settled Notes: by delivery of the Entitlement Amount, being the quantity of [specify relevant assets] (the "Relevant Assets") equal to:</i>]</p> <p><b><i>Final Payouts</i></b></p> <p><b>SPS Final Payouts</b></p> <p><b>[SPS Fixed Percentage Notes]</b></p> <p><b>[SPS Reverse Convertible Notes]</b></p> <p><b>[SPS Reverse Convertible Standard Notes]</b></p> <p><b>[Vanilla Call Notes]</b></p> <p><b>[Vanilla Call Spread Notes]</b></p> <p><b>[Vanilla Put Notes]</b></p> <p><b>[Vanilla Put Spread Notes]</b></p> <p><b>[Vanilla Digital Notes]</b></p> <p><b>[Knock-in Vanilla Call Notes]</b></p> <p><b>[Knock-out Vanilla Call Notes]</b></p> <p><b>[Asian Notes]</b></p> <p><b>[Asian Spread Notes]</b></p> <p><b>[Himalaya Notes]</b></p> <p><b>[Autocall Notes]</b></p> <p><b>[Autocall One Touch Notes]</b></p> <p><b>[Autocall Standard Notes]</b></p> <p><b>[Certi plus: Booster Notes]</b></p> <p><b>[Certi plus: Bonus Notes]</b></p> <p><b>[Certi plus: Leveraged Notes]</b></p> <p><b>[Certi plus: Twin Win Notes]</b></p> <p><b>[Certi plus: Super Sprinter Notes]</b></p> <p><b>[Certi plus: Generic Notes]</b></p> <p><b>[Certi plus: Generic Knock-in Notes]</b></p> <p><b>[Ratchet Notes]</b></p> <p><b>[Sum Notes]</b></p> <p><b>[Option Max Notes]</b></p> <p><b>FI payouts</b></p> <p><b>[FI FX Vanilla Notes]</b></p> <p><b>[FI Digital Floor Notes]</b></p> <p><b>[FI Digital Cap Notes]</b></p>
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		<p><b>[FI Digital Plus Notes]</b></p> <p><i>Entitlement Amount</i></p> <p><b>[Delivery of Worst-Performing Underlying]</b></p> <p><b>[Delivery of Best-Performing Underlying]</b></p> <p><b>[Rounding and Residual Amount]</b></p> <p>The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to the Rounding and Residual Amount.]</p> <p>[Automatic Early Redemption]</p> <p>If on any [Automatic Early Redemption Valuation Date] an [Automatic Early Redemption Event] occurs, the Notes will be redeemed early at [the Automatic Early Redemption Amount] on the [Automatic Early Redemption Date].</p> <p>The Automatic Early Redemption Amount in respect of each nominal amount of Notes equal to the Calculation Amount will be [equal to the product of the Calculation Amount and [●] (the "AER Rate")]/[an amount equal to:]</p> <p>Automatic Early Redemption Payouts</p> <p><b>[SPS Automatic Early Redemption Payout]</b></p> <p><b>[Target Automatic Early Redemption]</b></p> <p><b>[FI Underlying Automatic Early Redemption]</b></p> <p><b>[FI Coupon Automatic Early Redemption]</b></p> <p><b>[["Automatic Early Redemption Event"]/"Automatic Early Expiration Event"]</b> means the [insert in the case of a single Underlying: Underlying Reference Level][insert in the case of a Basket of Underlying References: the Basket Price] is [greater than][greater than or equal to][less than][less than or equal to] [insert Level].</p> <p><b>[["Automatic Early Redemption Valuation Date"]/"Automatic Early Expiration Valuation Date"]</b> means [●], subject to adjustment.]</p> <p><b>[["Automatic Early Redemption Date"]/"Automatic Early Expiration Date"]</b> means [●], subject to adjustment.]]</p>
<b>C.19</b>	Final reference price of the Underlying	[Not applicable, there is no final reference price of the Underlying.] [The final reference price of the underlying will be determined in accordance with the valuation mechanics set out in [Element C.9] [and] [Element C.18] above]
<b>C.20</b>	Underlying	[Not applicable, there is no underlying]
		[The Underlying Reference specified in Element C.9 above. Information on the Underlying Reference can be obtained from [●].]

## Section D - Risks

Element	Title	
D.2	Key risks regarding the Issuer	<p>[There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme].</p> <p>Twelve main categories of risk are inherent in BNPP's activities:</p> <ol style="list-style-type: none"> <li>1. Credit Risk;</li> <li>2. Counterparty Risk;</li> <li>3. Securitisation;</li> <li>4. Market Risk;</li> <li>5. Operational Risk;</li> <li>6. Compliance and Reputation Risk;</li> <li>7. Concentration Risk;</li> <li>8. Asset-liability management Risk;</li> <li>9. Breakeven Risk;</li> <li>10. Strategy Risk;</li> <li>11. Liquidity and refinancing Risk;</li> <li>12. Insurance subscription Risk.</li> </ol> <p>Difficult market and economic conditions could have a material adverse effect on the operating environment for financial institutions and hence on BNPP's financial condition, results of operations and cost of risk.</p> <p>Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BNPP and the financial and economic environment in which it operates.</p> <p>BNPP's access to and cost of funding could be adversely affected by a resurgence of the Euro-zone sovereign debt crisis, worsening economic conditions, further rating downgrades or other factors.</p> <p>A substantial increase in new provisions or a shortfall in the level of previously recorded provisions could adversely affect BNPP's results of operations and financial condition.</p> <p>BNPP may incur significant losses on its trading and investment activities due to market fluctuations and volatility.</p> <p>BNPP may generate lower revenues from brokerage and other</p>

		<p>commission and fee-based businesses during market downturns.</p> <p>Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.</p> <p>Significant interest rate changes could adversely affect BNPP's revenues or profitability.</p> <p>The soundness and conduct of other financial institutions and market participants could adversely affect BNPP.</p> <p>BNPP's competitive position could be harmed if its reputation is damaged.</p> <p>An interruption in or a breach of BNPP's information systems may result in lost business and other losses.</p> <p>Unforeseen external events can interrupt BNPP's operations and cause substantial losses and additional costs.</p> <p>BNPP is subject to extensive and evolving regulatory regimes in the countries and regions in which it operates.</p> <p>Notwithstanding BNPP's risk management policies, procedures and methods, it could still be exposed to unidentified or unanticipated risks, which could lead to material losses.</p> <p>BNPP's hedging strategies may not prevent losses.</p> <p>BNPP may experience difficulties integrating acquired companies and may be unable to realise the benefits expected from its acquisitions.</p> <p>Intense competition, especially in France where it has the largest single concentration of its businesses, could adversely affect BNPP's revenues and profitability.</p>
<p><b>D.3</b></p>	<p>Key risks regarding the Notes</p>	<p>In addition to the risks relating to the Issuer (including the default risk) that may affect the Issuer's ability to fulfil its obligations under the Notes, there are certain factors which are material for the purposes of assessing the market risks associated with Notes issued under the Programme, including that [the Notes are unsecured obligations,][the trading market for Notes may be volatile and may be adversely impacted by many events,] [an active secondary market may never be established or may be illiquid and that this may adversely affect the value at which an investor may sell its Notes, (investors may suffer a partial or total loss of the amount of their investment),][Notes may be redeemed prior to maturity at the option of the Issuer which may limit their market value,][holders of Subordinated Notes generally face an enhanced performance risk and enhanced risk of loss in the event of the Issuer's insolvency than holders of Senior Notes and that future capital adequacy requirements will impact the issue and terms of Subordinated Notes,][there are risks relating to Notes denominated in CNY as CNY is currently not freely convertible and there are risks</p>



		<p>involved in relation to Notes cleared through CMU,][Notes including leverage involve a higher level of risk and whenever there are losses on such Notes those losses may be higher than those of a similar security which is not leveraged,][the trading price of the Notes is affected by a number of factors including, but not limited to, the price of the relevant Underlying Reference(s), and volatility and such factors mean that the trading price of the Notes may be below the Final Redemption Amount or value of the Entitlement,][exposure to the Underlying Reference in many cases will be achieved by the Issuer entering into hedging arrangements and, in respect of Notes linked to an Underlying Reference, potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes,][the Notes may have a minimum trading amount and if, following the transfer of any Notes, a Noteholder holds fewer Notes than the specified minimum trading amount, such Noteholder will not be permitted to transfer their remaining Notes prior to redemption without first purchasing enough additional Notes in order to hold the minimum trading amount,][if so indicated in the Final Terms the Issuer may, in its sole and absolute discretion, elect to vary the settlement of the Notes,][settlement may be postponed following the occurrence or existence of a Settlement Disruption Event and, in these circumstances, the Issuer may pay a Disruption Cash Settlement Price (which may be less than the fair market value of the Entitlement) in lieu of delivering the Entitlement,][the occurrence of an additional disruption event or optional additional disruption event may lead to an adjustment to the Notes, or early redemption or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence of an additional disruption event and/or optional additional disruption event may have an adverse effect on the value or liquidity of the Notes,][the Notes may be redeemed in the case of illegality or impracticability and such cancellation or redemption may result in an investor not realising a return on an investment in the Notes,][the meetings of Holders provisions permit defined majorities to bind all Holders,][any judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of the Base Prospectus could materially adversely impact the value of any Notes affected by it,][a reduction in the rating, if any, accorded to outstanding debt securities of the Issuer by a credit rating agency could result in a reduction in the trading value of the Notes,][certain conflicts of interest may arise (see Element E.4 below).]</p> <p>In addition, there are specific risks in relation to Notes which are linked to an Underlying Reference [(including Hybrid Notes)] and an investment in such Notes will entail significant risks not associated with an investment in a conventional debt security. Risk factors in relation to Underlying Reference linked Notes include: <i>[Insert in the case of Index linked Notes: exposure to one or more index,</i></p>
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	<p>adjustment events and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes][<i>Insert in the case of Share linked Notes:</i> exposure to one or more share, similar market risks to a direct equity investment, global depositary receipt ("<b>GDR</b>") or American depositary receipt ("<b>ADR</b>"), potential adjustment events or extraordinary events affecting shares and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes][<i>Insert in the case of Commodity Linked Notes:</i> exposure to one or more commodity and/or commodity index, similar market risks to a direct commodity investment, market disruption and adjustment events which may have an adverse effect on the value or liquidity of the Notes, delays to the determination of the final level of a commodity index resulting in delays to the payment of the Final Redemption Amount][<i>Insert in the case of ETI Linked Notes:</i> exposure to one or more interests in an exchange traded fund, exchange traded note, exchange traded commodity or other exchange traded product (each an "<b>exchange traded instrument</b>"), similar market risks to a direct exchange traded instrument investment, that the amount payable on ETI Linked Notes may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s), potential adjustment events or extraordinary events affecting exchange traded instruments and market disruption or failure to open of an exchange which may have an adverse effect on the value and liquidity of the Notes][<i>Insert in the case of Inflation Linked Notes:</i> exposure to an inflation index and adjustments][<i>Insert in the case of Fund Linked Notes:</i> exposure to a fund share or unit, similar risks to a direct fund investment, that the amount payable on Fund Linked Notes may be less than the amount payable from a direct investment in the relevant Fund(s), extraordinary fund events which may have an adverse effect on the value or liquidity of the Notes][<i>Insert in the case of Credit Linked Notes:</i> exposure to the credit of one or more reference entities][<i>Insert in the case of Underlying Interest Rate Linked Notes:</i> exposure to an underlying interest][<i>Insert in the case of Foreign Exchange (FX) Rate Linked Notes:</i> exposure to a currency, similar market risks to a direct currency investment and market disruption] [and that the Issuer will not provide post-issuance information in relation to the Underlying Reference].</p> <p>[Furthermore there are specific risks in relation to Notes linked to an Underlying Reference from an emerging or developing market (including, without limitation, risks associated with political and economic uncertainty, adverse governmental policies, restrictions on foreign investment and currency convertibility, currency exchange rate fluctuations, possible lower levels of disclosure and regulation and uncertainties as to status, interpretation and applicable of laws, increased custodian costs and administrative difficulties and higher probability of the occurrence of a disruption or adjustment event). Notes traded in emerging or developing countries tend to be less</p>
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		<p>liquid and the prices of such securities more volatile.] [There are also specific risks in relation to Dynamic Notes which are intrinsically more complex making their evaluation difficult in terms of risk at the time of the purchase as well as thereafter.]</p> <p>[In certain circumstances Noteholders may lose the entire value of their investment.]</p> <p><i>Summarise any further risks from the Risk Factors section of the Base Prospectus relevant to a specific issue of Notes.]]]</i></p>
<b>D.6</b>	Risk warning	<p>In the event of the insolvency of the Issuer or if it is otherwise unable or unwilling to repay the Notes when repayment falls due, an investor may lose all or part of his investment in the Notes.</p> <p><i>[In the case of Notes which are not principal protected insert.</i></p> <p>In addition, investors may lose all or part of their investment in the Notes as a result of the terms and conditions of the Notes.]</p>

#### Section E - Offer

Element	Title	
<b>E.2b</b>	Reasons for the offer and use of proceeds	[The net proceeds from the issue of the Notes will become part of the general funds of the Issuer. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments]/[●].
<b>E.3</b>	Terms and conditions of the offer	<p>[This issue of Notes is being offered in a Non-Exempt Offer in [<i>specify particular country/ies</i>].]</p> <p>The issue price of the Notes is [●] per cent. of their nominal amount.</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	[Other than as mentioned above,[ and save for [ <i>specify any other interest that is material</i> ],] so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.]]
<b>E.7</b>	Expenses charged to the investor by the Issuer or an offeror	No expenses are being charged to an investor by the Issuer. For this specific issue, however, expenses may be charged by an Authorised Offeror (as defined above) in the range between [●] per cent. and [●] per cent. of the nominal amount of the Notes to be purchased by the relevant investor.]

## RISK FACTORS

*In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in the Information Statement incorporated by reference herein a number of factors which could materially adversely affect its business and ability to make payments due under the Notes.*

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

*Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.*

Terms used in this section and not otherwise defined have the meanings given to them in the relevant Conditions.

### **Risks Relating to the Bank and its Industry**

See the section entitled Risk Factors contained on pages 4 to 9 of the Information Statement (as defined below) which is incorporated by reference in this document.

### **Risk Factors Relating to the Notes**

#### **General**

In addition to the risks relating to the Issuer (including the default risk) that may affect the Issuer's ability to fulfil its obligations under the Notes there are certain factors which are material for the purpose of assessing the risks associated with an investment in Notes issued under the Programme.

Such factors will vary depending on the type of Notes issued, in particular in relation to Notes ("**Underlying Reference Linked Notes**"), the interest and/or redemption amount is linked to the value of one or more index, share, GDR or ADR, inflation index, commodity, commodity index, unit, interest or share in a fund, the credit of one or more reference entity, interest in an exchange traded funds, exchange traded notes, exchange traded commodities or other exchange traded products (each an "**exchange traded instrument**"), foreign exchange rate, underlying interest rate or the combination of any of the foregoing or such other underlying or basis of reference (each an "**Underlying Reference**").

#### *Claims Against the Underlying Reference*

The Notes do not represent a claim against any Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference) and Noteholders will not have any right of recourse under the Notes to any such Underlying Reference (or any issuer, sponsor, manager or other connected person in respect of an Underlying Reference). The Notes are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an Underlying Reference and such entities have no obligation to take into account the consequences of their actions on any Noteholders.

#### *Notes are Unsecured Obligations*

Senior Notes are unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* with themselves.

*The trading market for the Notes may be volatile and may be adversely impacted by many events.*

The market for debt securities is influenced by the economic and market conditions, interest rates, currency exchange rates and inflation rates in Europe and other industrialised countries and areas. There can be no assurance that events in France, the Netherlands, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

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

There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes. It is not possible to predict the price at which Notes will trade in the secondary market. The Issuer may, but is not obliged to, list Notes on a stock exchange. Also, to the extent Notes of a particular issue are redeemed in part, the number of Notes of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining Notes of such issue. A decrease in the liquidity of an issue of Notes may cause, in turn, an increase in the volatility associated with the price of such issue of Notes. A lack of liquidity for the Notes may mean that investors are not able to sell their Notes or may not be able to sell their Notes at a price equal to the price which they paid for them, and consequently investors may suffer a partial or total loss of the amount of their investment.

*A credit rating reduction may result in a reduction in the trading value of the Notes.*

The value of the Notes is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the Issuer. Such perceptions are generally influenced by the ratings accorded to the outstanding securities of BNPP by standard statistical rating services, such as Moody's Moody's, Standard & Poor's and Fitch France. A reduction in the rating, if any, accorded to outstanding debt securities of BNPP by one of these or other rating agencies could result in a reduction in the trading value of the Notes.

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

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended subject to transitional provisions that apply in certain circumstances whilst the registration application is pending). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out in this Base Prospectus.

*Notes which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities.*

Leverage involves the use of a number of financial techniques to increase the exposure to an Underlying Reference, and can therefore magnify both returns and losses. While the use of leverage allows for potential multiples of a return (assuming a return is achieved) when the Underlying Reference moves in the anticipated direction, it will conversely magnify losses when the Underlying Reference moves against expectations. If the leverage is negative, the maximum loss for investors shall be the amount of their initial investment in the Notes. If the relevant Notes include leverage, potential holders of such Notes should note that these Notes will involve a higher level of risk, and that whenever there are losses such losses will be higher (other things being equal) than those of a similar Note which is not leveraged. Investors should therefore only invest in leveraged Notes if they fully understand the effect of leverage.

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

### *Withholding under the EU Savings Directive*

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**"), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories (including Switzerland) have adopted similar measures (a withholding system in the case of Switzerland).

The Luxembourg Government has announced its intention to introduce, as of 1 January 2015, automatic exchange of information with respect to the Savings Directive.

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

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent (as defined in the Conditions) nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Savings Directive.

### ***Foreign Account Tax Compliance withholding may affect payments on the Notes***

The U.S. "Foreign Account Tax Compliance Act" (or "**FATCA**") imposes a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. The Issuer is classified as a financial institution for these purposes. If an amount in respect of such withholding tax were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected. Prospective investors should refer to the section "Taxation – Foreign Account Tax Compliance Act."

### *Hiring Incentives to Restore Employment Act withholding may affect payments on the Notes*

The U.S. Hiring Incentives to Restore Employment Act (the "**HIRE Act**") imposes a 30% withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Notes are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "Taxation – Hiring Incentives to Restore Employment Act."

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

The Conditions of the English law Notes are based on English law, or in the case of Condition 2(b) of the Terms and Conditions of the English Law Notes, French Law, in effect as at the date of this Base Prospectus. The Conditions of the French law Notes are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to an administrative practice or change to English law or French law, as applicable, after the date of this Base Prospectus and as such change could materially adversely impact the value of any Notes affected by it.

### *Minimum Trading Amount*

Investors should note that the Notes may have a minimum trading amount. The minimum trading amount (if any) will be specified in the applicable Final Terms. In such cases, if, following the transfer of any Notes, a holder holds fewer Notes than the specified minimum trading amount, such holder will not be permitted to transfer their remaining Notes prior to redemption without first purchasing enough additional Notes in order to hold the minimum trading amount.

### *Potential Conflicts of Interest*

Certain entities within the Group or its Affiliates (including, if applicable, any Dealer) may also engage in trading activities (including hedging activities) relating to the Underlying Reference and other instruments or derivative products based on or relating to the Underlying Reference of any Notes for their proprietary accounts or for other accounts under their management. BNPP and its Affiliates (including, if applicable, any Dealer) may also issue other derivative instruments in respect of the Underlying Reference. BNPP and its Affiliates (including, if applicable, any Dealer) may also act as underwriter in connection with future offerings of shares or other securities relating to an issue of Notes or may act as financial adviser to certain companies or companies whose shares or other securities are included in a basket or in a commercial banking capacity for such companies. In addition BNPP and its Affiliates (including, if applicable, any Dealer) may act in a number of different capacities in relation to an underlying index, including, but not limited to, issuer of the constituents of the index, index sponsor or calculation agent. In respect of ETI Linked Notes and Fund Linked Notes, the Issuer or one or more of its Affiliates may from time to time engage in business with the relevant ETI or Fund, as the case may be, or companies in which an ETI or Fund, as the case may be, invests, including among other things, extending loans to, or making investments in, or providing advisory services to them, including merger and acquisition advisory services, engaging in activities that may include prime brokerage business, financing transactions or entry into derivative transactions. The ETI or Fund (each as defined below), as applicable, may pay a portion of its fees to the Issuer or any of its Affiliates for the provision of such services. In the course of this business, the Issuer the Calculation Agent and any of their respective Affiliates may acquire non-public information about an ETI or a Fund, as applicable, or any companies, funds or reference assets in which an ETI or a Fund invests and the Issuer the Calculation Agent or any of their respective Affiliates may publish research reports about them. 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 ETI Linked Notes or Fund Linked Notes, as applicable. Such activities could present certain conflicts of interest, could influence the prices of such shares, Fund Shares, ETI Interests or other securities and could adversely affect the value of such Notes.

The Calculation Agent may be an affiliate of the Issuer and consequently, potential conflicts of interest may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgments that the Calculation Agent must make, including whether a Market Disruption Event, a Settlement Disruption Event or Credit Event (each, as defined below) has occurred. The Calculation Agent is obligated to carry out its duties and functions as Calculation Agent in good faith and using its reasonable judgment however, subject to always acting only within the parameters allowed by the terms and conditions of the Notes, it has no responsibility to take investors' interests into account.

### *Post-issuance Information*

Save as set out in the applicable Final Terms, the Issuer will not provide post-issuance information in relation to the Underlying Reference. In such an event, investors will not be entitled to obtain such information from the Issuer.

*The rate of interest or premium amount rate payable on the Notes or the amount payable or deliverable on redemption or exercise of the Notes may in certain circumstances be changed during the life of the Notes*

If Coupon Switch Election or Automatic Coupon Switch is specified in the applicable Final Terms, the rate of interest or premium amount payable may be switched from one rate or amount to another in the Issuer's sole and absolute discretion (in the case of Coupon Switch Election) or following the occurrence of an Automatic Coupon Switch Event (in the case of an Automatic Coupon Switch). If Payout Switch Election or Automatic Payout Switch is specified in the applicable Final Terms, the

amount payable or deliverable on redemption or exercise may be switched from one amount payable or deliverable to another in the Issuer's sole and absolute discretion (in the case of Payout Switch Election) or following the occurrence of an Automatic Payout Switch Event (in the case of an Automatic Payout Switch). As a consequence of the exercise of a Coupon Switch Election or Payout Switch Election or the occurrence of an Automatic Coupon Switch Event or Automatic Payout Switch Event, the Underlying Reference may be changed. As the payout on such Notes may be switched during the life of the Notes investors may receive a return which differs from that which they expected to receive.

*The Notes may be redeemed prior to maturity.*

In the event that the Issuer would be required to pay additional amounts in respect of any Notes due to any withholding as provided in Condition 6 of the Terms and Conditions of the English Law Notes or Condition 6 of the Terms and Conditions of the French Law Notes, as the case may be, the Issuer may and, in certain circumstances, shall (subject, in the case of Subordinated Notes, to the prior written consent of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France) redeem all of the Notes then outstanding in accordance with the terms and conditions of the Notes.

In the event that one or more Events of Default (as defined at General Condition 8 of the Terms and Conditions of the English Law Notes or General Condition 8 of the Terms and Conditions of the French Law Notes, as the case may be) occur, the Notes may become immediately due and repayable at their Early Redemption Amount. In addition, in the case of an Index Linked Note, Share Linked Note, Commodity Linked Note, Fund Linked Note, an ETI Linked Note or an Underlying Interest Rate Linked Note, if "Automatic Early Redemption Event" is specified as being applicable in the applicable Final Terms, on the occurrence of an Automatic Early Redemption Event the Notes will be automatically redeemed at their Automatic Early Redemption Amount. In the case of an Index Linked Note, Share Linked Note, Inflation Linked Note, Commodity Linked Note, an ETI Linked Note or an Underlying Interest Rate Linked Note, if an Additional Disruption Event and/or an Optional Additional Disruption Event occurs and "Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event" is not specified in the applicable Final Terms, the Issuer may redeem the Notes early.

*Redemption at the option of the Issuer*

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

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

*A Note's purchase price may not reflect its inherent value*

Prospective investors in the Notes should be aware that the purchase price of a Note does not necessarily reflect its inherent value. Any difference between a Note's purchase price and its inherent value may be due to a number of different factors including, without limitation, prevailing market conditions and fees, discounts or commissions paid or accorded to the various parties involved in structuring and/or distributing the Note. For further information prospective investors should refer to the party from whom they are purchasing the Notes. Prospective investors may also wish to seek an independent valuation of Notes prior to their purchase.

*A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs.*

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or



pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

*A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes.*

Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on an individual Noteholder in respect of any Notes may differ also in respect of Underlying Reference Linked Notes. BNPP advises all investors to contact their own tax advisors for advice on the tax impact of an investment in the Notes.

*The value of Fixed Rate Notes may be adversely affected by movements in market interest rates.*

Investors in Fixed Rate Notes are exposed to the risk that if interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Notes.

*Noteholders will not be able to calculate in advance their rate of return on Floating Rate Notes.*

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to issue both Fixed Rate Notes may affect the market value and secondary market (if any) of the Floating Rate Notes (and vice versa).

*Zero Coupon Notes are subject to higher price fluctuations than non-discounted Notes.*

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

Changes in market interest rates generally have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other notes having the same maturity and credit rating.

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

Holders of Notes denominated in any currency other than their domestic currency are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the Issuer or the type of Note being issued.

*Holders of Subordinated Notes generally face an enhanced performance risk than holders of Senior Notes and an enhanced risk of loss in the event of the Issuer's insolvency.*

In the event of any insolvency or liquidation of BNPP, holders of Subordinated Notes would receive payments on any outstanding Subordinated Notes only after senior Noteholders and other senior creditors have been repaid in full, if and to the extent that there is still cash available for those payments. Thus, holders of Subordinated Notes generally face an enhanced performance risk than holders of senior Notes.

### *Issue of Subordinated Notes by BNPP – Future capital adequacy requirement for "Tier 2" instruments*

Any early redemption of Subordinated Notes (including through an Issuer Call) can only be made with the prior written consent of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France. Further, the current draft of RRD (as defined below) provides that any redemption of Tier 1 or Tier 2 instruments, including Subordinated Notes, is subject to the prior consent of the relevant competent authority (i.e. the *Secrétariat général de l'Autorité de Contrôle Prudentiel*) which would be conditional on (i) the replacement of regulatory capital with own funds instruments of equal or higher quality, in the same amount and at terms that are sustainable for the income capacity of the Issuer, or (ii) without a replacement of regulatory capital, on the Issuer demonstrating that its own funds would, following the redemption in question, exceed the minimum regulatory capital requirements.

On 6 June 2012, the European Commission published a legislative proposal for a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms known as the Recovery and Resolution Directive (the **RRD**). The stated aim of the draft RRD is to provide relevant authorities with tools and powers to address banking crises pre-emptively in order to safeguard financial stability and before any of the insolvency or liquidation procedure referred to above are initiated.

The powers provided to resolution authorities in the draft RRD include write down powers to ensure relevant capital instruments (including Tier 2 capital instruments such as the Subordinated Notes) fully absorb losses at the point of non-viability of the issuing institution, as well as a bail-in tool comprising a more general power for resolution authorities to write down the claims of unsecured creditors of a failing institution and to convert unsecured debt claims to equity. Accordingly, the draft RRD contemplates that resolution authorities may require the permanent write down in full of such capital instruments or the conversion of them into common equity tier 1 instruments at the point of non-viability (which common equity tier 1 instruments may also be subject to any application of the bail-in tool) and before any other resolution action is taken (the **RRD Loss Absorption Requirement**).

For the purposes of the RRD Loss Absorption Requirement, the point of non-viability under the draft RRD is the point at which the relevant authority determines that the institution meets the conditions for resolution or will no longer be viable unless the relevant capital instruments (such as the Subordinated Notes) are written down or extraordinary public support is to be provided and without such support the appropriate authority determines that the institution would no longer be viable. There is still scope for changes to be made to the draft RRD before any final legislation is adopted. On the basis of the current proposals, however, European Union member states will be expected to implement the proposed RRD Loss Absorption Requirement on or before 1st January, 2015.

The draft RRD represents the proposed implementation in the European Economic Area of the non-viability requirements set out in the press release dated 13 January, 2011 of the Basel Committee on Banking Supervision (the Basel Committee) entitled "Minimum requirements to ensure loss absorbency at the point of non-viability" (the **Basel III Non-Viability Requirements**). The Basel III Non-Viability Requirements represent part of the broader package of guidance issued by the Basel Committee on 16 December 2010 and 13 January 2011 in relation to new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions (Basel III).

The Basel Committee contemplated implementation of the Basel III reforms as of 1 January 2013. However, implementation of these reforms in the European Economic Area has been delayed but is intended to be by way of a European Council Directive known as the Capital Requirements Directive and the direct application of a European Parliament and Council regulation in each Member State of the European Economic Area (together, **CRD IV**). The most recent text of CRD IV was published on 16 April 2013 in the form approved by the European Parliament. The current schedule for the implementation of CRD IV is dependent on completion of the translation of the CRD IV text for publication in the European Official Journal before 1 July 2013, in which case implementation will be 1 January 2014. CRD IV contemplates that the Basel III Non-Viability Requirements will be implemented in the European Economic Area by way of the RRD and the RRD Loss Absorption Requirement. If such statutory loss absorption at the point of non-viability is not implemented by 31 December 2015 then the latest draft of CRD IV indicates that the European Commission shall review and report on whether provision for such a requirement should be contained in CRD IV and, in light of that review, come forward with appropriate legislative proposals.

It is currently unclear whether the RRD Loss Absorption Requirement will apply on implementation to capital instruments such as the Subordinated Notes that are already in issue or whether certain grandfathering rules will apply. If and to the extent that the draft RRD is implemented retrospectively so as to apply to the Subordinated Notes, the Subordinated Notes will be subject to the provisions of the RRD (including the RRD Loss Absorption Requirement).

Subject to such implementation, the Subordinated Notes may, therefore, be subject to write down or loss absorption at the point of non-viability or otherwise on any bail-in, which may result in Noteholders losing some or all of their investment. The exercise of any such power or any suggestion of such exercise could, therefore, materially adversely affect the value of the Subordinated Notes.

The draft RRD is not in final form and changes may be made to it in the course of the legislative process. Accordingly, it is not yet possible to assess the full impact of the draft RRD.

On 19 December 2012, the French Ministry of Economy and Finance submitted to the French Parliament a draft banking bill that, among other things, is designed to set up a resolution regime applicable to French banks. This proposed new banking bill would give resolution powers to a new Resolution Board of the French Banking Regulator which would become *the Autorité de contrôle prudentiel et de résolution*. These powers include the ability to write down or convert into ordinary shares subordinated instruments, including Tier 1 and Tier 2 securities. Such write down or conversion may be effected to the extent that: (i) ordinary shares and other classes of shares absorb losses first, then secondly deeply subordinated instruments featuring loss absorption mechanisms and *titres participatifs*, then thirdly any residual losses will be allocated to securities which are subordinated to secured obligations and to unsecured unsubordinated obligations (*chirographaires*), (ii) in all cases, as long as these holders do not suffer more losses than they would have suffered following a judicial liquidation of the bank in accordance with the provisions of the French commercial code. This draft law was discussed and pre-adopted by the French National Assembly on 19 February 2013, discussed and pre-adopted by the French Senate in March 2013 and sent back for a further discussion to the French National Assembly on 25 March 2013. The draft bill may be significantly amended before it is submitted to the final vote by the French Parliament. At this stage there is no guarantee that the final law will be substantially similar to the current project. Conversely, the bill may or may not ultimately be voted.

Accordingly, it is not yet possible to assess the full impact of the relevant laws and regulations at the European or French level on the Subordinated Notes. There can be no assurance that, once implemented, such provisions would not adversely affect the price or value of an investment in the Subordinated Notes and/or the ability of the Issuer to satisfy its obligations under the Subordinated Notes.

*Investors who purchase Notes in denominations that are not integral multiples of the Specified Denomination may be adversely affected if definitive Notes are subsequently required to be issued.*

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

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

#### *Risks relating to Notes denominated in CNY*

Where the Notes are denominated in CNY, prospective investors in the Notes should be aware that 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 the PRC government of control over routine foreign exchange

transactions under current accounts. As a result of the restrictions by the PRC government on cross-border CNY fund flows, the availability of CNY outside the PRC is limited.

As a part of its relaxation of control over foreign exchange transactions under current accounts, the PRC government introduced a pilot scheme in July 2009 whereby participating banks in the Hong Kong Special Administrative Region of the PRC are permitted to engage in the settlement of CNY trade transactions, which represents a current account activity. The pilot scheme was extended in July 2010 to cover 20 provinces and cities in the PRC and further extended in August 2011 to cover the whole nation.

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

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

The current size of CNY-denominated financial assets outside the PRC is limited. Although it is expected that the offshore CNY market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. The limited availability of CNY outside the PRC may affect the liquidity of the Notes. To the extent the Issuer is required to source CNY in the offshore market to service the Notes, there is no assurance that the Issuer will be able to source such CNY on satisfactory terms, if at all.

There can be no assurance that access to CNY funds for the purposes of making payments under the Notes or generally will remain available or will not become restricted. The value of CNY against foreign currencies fluctuates and is affected by changes in the PRC's and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between an investor's home currency and CNY may affect investors who intend to convert gains or losses from the sale or redemption of the Notes into their home currency.

Where the Notes are denominated in CNY, all payments to investors in respect of the Notes will be made solely by transfer to a CNY bank account maintained in the CNY Settlement Centre (for this purpose, excluding the PRC) in accordance with prevailing rules and procedures. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC unless otherwise specified in the applicable Final Terms).

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

*The occurrence of a CNY Payment Disruption Event may lead to postponement or payment in an alternative currency*

If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Notes, and the Calculation Agent determines that a CNY Payment Disruption Event has occurred and is continuing and such event is material in relation to the Issuer's payment obligations under the Notes, unless otherwise stated in the applicable Final Terms, the relevant Affected Payment Date may be postponed to a later date or the Issuer's payment obligations under the Notes may be replaced with the obligation to pay the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or other amount payable (if applicable) on the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be.

If the relevant Affected Payment Date is postponed, and if the Calculation Agent determines that the CNY Payment Disruption Event is still continuing on the CNY Payment Disruption Cut-off Date, then the Issuer's payment obligations under the Notes will be replaced with the obligation to pay the relevant Equivalent Amount on the CNY Payment Disruption Cut-off Date.

If the Issuer's payment obligations under the Notes are replaced with the obligation to pay the relevant Equivalent Amount on the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be, then the relevant Equivalent Amount payable will be dependent on the performance of the Equivalent Amount Settlement Price (which may be zero) on such Affected Payment Date or CNY Payment Disruption Cut-off Date, as the case may be.

#### *Risks relating to Notes cleared through CMU*

The Issuer will be discharged upon payment to the CMU Paying Agent, and no claims may be brought directly against the Issuer in respect of amounts so paid.

So long as any Note is represented by a Global Note held on behalf of the CMU, each person for whose account interest in the Global Note is credited as being held in the CMU, as notified by the CMU to the CMU Lodging Agent in a relevant CMU Instrument Position Report, will be the only person entitled to receive payments on the Notes represented by the Global Note. Such person(s) must look solely to the CMU Paying Agent for his share of each payment made by the Issuer in respect of the Global Note, and in relation to all other rights arising under the Global Note, subject to and in accordance with the respective rules and procedures of the CMU. The Issuer will be discharged by payment to the CMU Paying Agent, and such person(s) shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by the Global Note in respect of each amount so paid. Investors are exposed to the creditworthiness of the CMU Paying Agent and may suffer a loss in their investment if the CMU Paying Agent delays in making or fails to make the relevant payment to the aforesaid person(s) upon receiving the relevant payment from the Issuer.

Since the CMU operator can act only on behalf of the CMU participants, who in turn may act on behalf of persons who hold interests through them, the ability of persons having interests in the Global Note to pledge such interests to persons or entities that are not CMU participants, or otherwise take action in respect of such interests, may be affected by the lack of definitive Notes. Any payments by CMU participants to indirect participants will be governed by arrangements between the CMU participants and such indirect participants.

Payments, transfers, exchanges and other matters relating to interests in the Global Notes may be subject to various policies and procedures adopted by the CMU operator from time to time. None of the Issuer, the Dealer, the Principal Paying Agent, the Registrar, the CMU Paying Agent, the CMU Lodging Agent, the Exchange Agent, the Transfer Agent, the other Agents, nor any of their agents, will have any responsibility or liability for any aspect of the CMU operator's records relating to, or for payments made on account of, interests in the Global Note, or for maintaining, supervising or reviewing any records relating to such interests.

The CMU operator is under no obligation to maintain or continue to operate the CMU and/or to perform or continue to perform the procedures described above. Accordingly, the CMU and such procedures may be discontinued or modified at any time. None of the Issuer, the Dealer, the Principal Paying Agent, the Registrar, the CMU Paying Agent, the CMU Lodging Agent, the Transfer Agent, the other Agents nor any of their agents will have any responsibility for the performance by the CMU operator or the CMU participants of their respective obligations under the rules and procedures governing their operations.

### **Risks Relating to the Structure of a Particular Issue of Notes**

#### *Risks relating to Underlying Reference Linked Notes*

Investments in Underlying Reference Linked Notes entail significant risks and may not be appropriate for investors lacking financial expertise. Prospective investors should consult their own financial, tax and legal advisors as to the risks entailed by an investment in such Notes and the suitability of such Notes in light of their particular circumstances and ensure that its acquisition is fully consistent with their financial needs and investment policies, is lawful under the laws of the jurisdiction of its incorporation and/or in which it operates, and is a suitable investment for it to make. The Issuer believes that such Notes should only be purchased by investors who are, or who are purchasing under the guidance of, financial institutions or other professional investors that are in a position to understand the special risks that an investment in these instruments involves, in particular relating to

options and derivatives and related transactions, and should be prepared to sustain a total loss of the purchase price of their Notes.

Underlying Reference Linked Notes are securities which do not provide for predetermined redemption amounts and/or interest payments but amounts payable (whether in respect of principal and/or interest) or deliverable will be dependent upon the performance of the Underlying Reference which themselves may contain substantial credit, interest rate, foreign exchange, correlation, time value, political and/or other risks. The exposure to the Underlying Reference in many cases will be achieved by the Issuer entering into hedging arrangements. Potential investors should be aware that under the terms of Underlying Reference Linked Notes they are exposed to the performance of these hedging arrangements and the events that may affect these hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes.

An investment in Underlying Reference Linked Notes therefore entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. These risks include, among other things, the possibility that:

- the Underlying Reference may be subject to significant changes, whether due to the composition of any such Underlying Reference itself, or because of fluctuations in value of the Underlying Reference;
- the resulting interest rate will be less (or may be more) than that payable on a conventional debt security issued by the Issuer at the same time;
- the holder of an Underlying Reference Linked Note could lose all or a substantial portion of the principal of such Note (whether payable at maturity or upon redemption or repayment), and, if the principal is lost, interest may cease to be payable on such Note;
- any Note that is linked to more than one type of Underlying Reference, or on formulae that encompass the risks associated with more than one type of Underlying Reference, may carry levels of risk that are greater than Notes that are indexed to one type of Underlying Reference only;
- it may not be possible for investors to hedge their exposure to these various risks relating to Underlying Reference Linked Notes; and
- a significant market disruption could mean that any Underlying Reference ceases to exist.

In addition, the value of Underlying Reference Linked Notes on the secondary market is subject to greater levels of risk than is the value of other Notes and the market price of such Notes may be very volatile or there may even be no (or very limited) secondary market at all. The secondary market, if any, for Underlying Reference Linked Notes will be affected by a number of factors, independent of the creditworthiness of the Issuer the creditworthiness of any reference entity, the value of the applicable Underlying Reference, including the volatility of the Underlying Reference, the time remaining to the maturity of such Notes, the amount outstanding of such Notes and market interest rates. The value of the applicable Underlying Reference, depends on a number of interrelated factors, including economic, financial and political events, over which the Issuer has no control.

Additionally, if the formula used to determine the amount of principal, premium and/or interest payable with respect to Underlying Reference Linked Notes contains a weighting or leverage factor, the effect of any change in the Underlying Reference will be increased. The historical experience of the Underlying Reference should not be taken as an indication of future performance of such Underlying Reference during the term of any such Note.

Additionally, there may be regulatory and other ramifications associated with the ownership by certain investors of certain Underlying Reference Linked Notes.

BNPP, and its respective Affiliates do not provide any advice with respect to any Underlying Reference nor make any representation as to its quality, credit or otherwise, and investors in the Notes must rely on their own sources of analysis or credit analysis with respect to any Underlying Reference.

The risks reflect the nature of such a Note as an asset which, other factors held constant, tends to decline in value over time and which may become worthless when it expires or is redeemed. The risk

of the loss of some or all of the purchase price of an Underlying Reference Linked Note upon redemption means that, in order to recover and realise a return upon his or her investment, a purchaser of such Note must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Underlying Reference. Assuming all other factors are held constant, the lower the value of an Underlying Reference Linked Note and the shorter the remaining term of any such Note to redemption, the greater the risk that holders of such Notes will lose all or part of their investment.

#### *Risks relating to Index Linked Notes*

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

Potential investors in any such Notes should be aware that depending on the terms of the Index Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the level of the index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an index or result of a formula, the greater the effect on yield.

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

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

Index Linked Notes linked to a custom index are linked to a proprietary index which may be sponsored and/or calculated by BNP Paribas or one of its Affiliates. Pursuant to the operational rules of the relevant custom index, the custom index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the custom index is not available for any reason on a relevant day of calculation (e.g. either because it is a non-scheduled trading day in respect of that index component or that index component is subject to market disruption or otherwise), then the Calculation Agent of the custom index may, but is not obliged to, calculate the level of the custom index on that day by taking a value for the affected index component from the first preceding day on which a level for such affected index component was available.

Various legal entities within the Group may undertake the role of issuer of the Notes, calculation agent of the Notes, sponsor of the underlying custom index and calculation agent of the underlying custom index. BNP Paribas has policies and procedures to identify, consider and manage potential conflicts of interest which this situation may potentially generate.

For the avoidance of doubt, the Issuer and/or its Affiliates may not be able to trade on and hedge its obligations in respect of the custom index under the Notes notwithstanding the calculation or publication of the level of the custom index. In the event that any relevant date for valuation is a Disrupted Day for the custom index, that valuation date will be the first succeeding day on which the Issuer or relevant affiliate is able to trade on and hedge its obligations in respect of the custom index, subject to a specified maximum days of disruption, as more fully set out in the terms and conditions of the Notes.

### *Risks relating to Share Linked Notes*

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

Potential investors in any such Notes should be aware that depending on the terms of the Share Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified shares may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of the share, GDR and/or ADR or basket of shares, GDRs and/or ADRs may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the share(s), GDR(s) and/or ADR(s) may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the share(s), GDR(s) and/or ADR(s), the greater the effect on yield.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share(s), GDR(s) and/or ADR(s) on principal or interest payable will be magnified.

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

### *Risks relating to Inflation Linked Notes*

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

Potential investors in any such Notes should be aware that depending on the terms of the Inflation Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the level of the inflation index or indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant level of the inflation index or indices may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the level of an inflation index or result of a formula, the greater the effect on yield.

In certain circumstances following cessation of publication of the inflation index, the Calculation Agent may determine that there is no appropriate alternative inflation index, in which case the Issuer may redeem the Notes. Such action may have an effect on the value of the Notes.

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

The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the inflation index or indices. The level of the inflation index or indices may be affected by the economic, financial and political events in one or more jurisdictions.

### *Risks Relating to Commodity Linked Notes*

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon the price of or changes in the price of commodities and/or commodity indices or a basket of commodities and/or commodity indices or where, depending on the price of or change in the price of a commodity or the basket of commodities, the Issuer's obligation on redemption is to deliver a



specified commodity ("**Commodity Linked Notes**"). Accordingly an investment in Commodity Linked Redemption Notes may bear similar market risks to a direct commodity investment and potential investors should take advice accordingly.

Potential investors in any such Notes should be aware that depending on the terms of the Commodity Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified commodities or commodity indices may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of the commodity and/or commodity index or basket of commodities and/or commodity indices may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of a commodity and/or commodity index may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the commodity or commodity index, the greater the effect on yield.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of a commodity and/or commodity index on principal or interest payable will be magnified.

The market price of such Notes may be volatile and may be affected by the time remaining to the redemption date and the volatility of the price of the commodity and/or commodity index. The price of commodities or level of a commodity index may be affected by economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which the relevant commodities or components of the commodity indices may be traded.

Where the Notes are linked to a commodity index, such commodity index may be a well known and widely available commodity index or a commodity index which may not be well known or widely available. The commodity index may be comprised of futures contracts, mono-indices, or other commodity indices, which may be proprietary. Commodity Linked Notes may be linked to a commodity index which may be sponsored and/or calculated by BNP Paribas or one of its Affiliates. Pursuant to the operational rules of the relevant commodity index, the commodity index is scheduled to be calculated on a periodic basis (for example on each weekday). In the event that one of the levels, values or prices of a component included in the commodity index is not available for any reason on a relevant day of calculation including, without limitation, (a) where it is not a business day in respect of that commodity index component or (b) that commodity index component is subject to a market disruption event, then the calculation agent of the commodity index may, but is not obliged to, calculate the level of the commodity index for the relevant day by taking a value for the affected index component on the first day following the end of a specified maximum days of disruption based on the price at which it is able to sell or otherwise realise any hedge position.

The Issuer and/or its Affiliates may not be able to hedge its obligations in respect of the commodity index under the Notes notwithstanding the calculation and publication of the level of the commodity index. In the event that a Market Disruption Event is occurring on the any relevant date for valuation, that valuation date will be postponed until the first succeeding day that is not a Commodity Disrupted Day, subject to a specified maximum days of disruption, as more fully set out in the Conditions.

#### *Risks relating to Fund Linked Notes*

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon the price or changes in the price of units or shares in a fund or funds or, depending on the price or changes in the price of units or shares in such fund or funds, the Issuer's obligation on redemption is to deliver a specified amount of Fund Shares ("**Fund Linked Notes**"). Accordingly an investment in Fund Linked Redemption Notes may bear similar market risks to a direct fund investment and potential investors should take advice accordingly.

Prospective investors in any such Notes should be aware that depending on the terms of the Fund Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified Fund Shares may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of units, shares or interests in the fund or funds may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the units or shares in the fund or funds may affect the actual yield to investors, even

if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of the units, shares or interests in the fund or funds, the greater the effect on yield.

In the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled redemption date or termination date, such date may be postponed for a period of up to two calendar years (or such other period as may be specified in the applicable Final Terms) and no additional amount shall be payable as a result of such delay.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the units or shares of the fund or funds on principal or interest payable will be magnified.

The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the price of units or shares in the fund or funds. The price of units or shares in a fund may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any units in the fund or funds may be traded. In addition, the price of units or shares in a fund may be affected by the performance of the fund service providers, and in particular the investment adviser.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by any relevant fund before purchasing any Notes. None of the Issuer, any affiliate of the Issuer or the Calculation Agent make any representation as to the creditworthiness of any relevant fund or any such fund's administrative, custodian, investment manager or adviser.

No Fund Service Provider will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Fund Linked Notes, and none of the Issuer or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of fund shares or units contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the fund shares or units will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of fund shares or units could affect the trading price of the fund shares or units and therefore the trading price of the Notes. Fund Linked Notes do not provide Noteholders with any participation rights in the underlying Fund(s) and except in certain circumstances in the case of Physical Delivery Notes, do not entitle holders of Fund Linked Notes to any ownership interest or rights in such Fund(s).

Except as provided in the Conditions, Noteholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant fund shares or units to which such Notes relate.

#### *Additional Risk Factors for Credit Linked Notes*

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

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

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

Where the Notes provide for physical delivery, the Issuer may determine that the specified assets to be delivered are either (a) assets which for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-

receipt of any requisite consents with respect to the delivery of assets which are loans) it is impossible or illegal to deliver on the specified settlement date or (b) assets which the Issuer and/or any affiliate has not received under the terms of any transaction entered into by the Issuer and/or such affiliate to hedge the Issuer's obligations in respect of the Notes. Any such determination may delay settlement in respect of the Notes and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Notes and as a result, the amount of principal payable on redemption. Prospective Investors should review the terms and conditions of the Notes and the applicable Final Terms to ascertain whether and how such provisions should apply to the Notes.

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

*Noteholders are exposed to credit risk on Reference Entities*

The holders of CLNs will be exposed to the credit of one or more Reference Entities, which exposure shall be all or a part of their investment in such Notes. Upon the occurrence of any of the default events comprising a Credit Event with respect to any Reference Entity, the Noteholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Note is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity, and losses could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Noteholders should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

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

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

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

Holders of the Notes may suffer a loss of some or all of the principal amount of the Notes in respect of one or more Credit Events that occur prior to the Trade Date or the Issue Date. Neither the Calculation Agent or the Issuer nor any of their respective Affiliates has any responsibility to inform any Noteholder, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date.

*Increased credit risk is associated with "Nth-to-default" credit-linked Notes*

Where the Notes are Nth-to-Default CLNs, the Notes will be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the nth Reference Entity. The credit risk to Noteholders may therefore be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

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

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

*Issuer and Calculation Agent will act in their own interests*

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

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

*Actions of Reference Entities may affect the value of the Notes*

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

*Payments under the Notes may be deferred or suspended*

In certain circumstances, for example where (i) a Credit Event has occurred and the related credit loss has not been determined as at the relevant date for payment, (ii) where a potential Credit Event exists as at the scheduled maturity of the Notes, or (iii) pending a resolution of a Credit Derivatives Determinations Committee, payment of the redemption amount of the Notes and/or interest on the Notes may be deferred for a material period in whole or part without compensation to the holders of the Notes.

*Suspension of Obligations will suspend payment of principal and interest*

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

*Use of Auction Settlement may adversely affect returns to Noteholders*

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

The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the specified Reference Entity or its obligations. In particular, the Auction process may be affected by technical factors or operational errors which

would not otherwise apply or may be the subject of actual or attempted manipulation. Auctions may be conducted by ISDA or by a relevant third party. Neither the Calculation Agent, the Issuer nor any of their respective Affiliates has any responsibility for verifying that any auction price is reflective of current market values, for establishing any auction methodology or for verifying that any auction has been conducted in accordance with its rules. The Issuer will have no responsibility to dispute any determination of an Auction Final Price or to verify that any Auction has been conducted in accordance with its rules.

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

*Use of Cash Settlement may adversely affect returns to Noteholders*

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

*"Cheapest-to-Deliver" risk*

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

*The Issuer and Calculation Agent are not obliged to disclose information on Reference Entities*

The Issuer and the Calculation Agent are not obliged to disclose to holders of the Notes any information which they may have at the Issue Date or receive thereafter in relation to any Reference Entity.

*Risks may be compounded*

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

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

Where the Notes are Single Reference Entity CLNs, Nth-to-Default CLNs or Linear Basket CLNs, credit losses will be calculated for the purposes of the Notes irrespective of whether the Issuer or its Affiliates has suffered an actual loss in relation to the Reference Entity or any obligations thereof. The Issuer is not obliged to account for any recovery which it may subsequently make in relation to such Reference Entity or its obligations.

*The Notes do not represent an interest in obligations of Reference Entities*

The Notes do not constitute an acquisition by the holders of the Notes of any interest in any obligation of a Reference Entity, and the Noteholders will not have any voting or other rights in relation to such obligation. The Issuer does not grant any security interest over any such obligation.

*The value of the Notes may be adversely affected by illiquidity or cessation of indices*

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

*Historical performance may not predict future performance*

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

*Limited provision of information about the Reference Entities*

This Prospectus does not provide any information with respect to the Reference Entities. Investors should conduct their own investigation and analysis with respect to the creditworthiness of Reference Entities and the likelihood of the occurrence of a Succession Event or Credit Event.

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

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

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

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

*Conflicts of Interest – Credit Derivatives Determinations Committees*

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

*Rights associated with Credit Derivatives Determinations Committees*

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

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

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

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

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

Investors should read the Credit Derivatives Determinations Committees Rules as amended from time to time as set out on the ISDA website, <http://www.isda.org/credit/revisedcrules.html> and reach their own views prior to making any investment decisions. Investors should however note that the Rules may subsequently be amended from time to time without the consent or input of the Noteholders and the powers of the Credit Derivatives Determinations Committee may be expanded or modified as a result.

#### *Multiple Auctions Following Restructuring Credit Event*

Where multiple concurrent Auctions are held following a Restructuring Credit Event, the Issuer may be entitled to select a particular Auction for the purposes of settlement of the Notes. The Issuer will make such election acting in its own interests and not in the interests of the Noteholders.

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

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

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

#### *Calculation Agent may modify the terms of the Notes*

The Calculation Agent may, following its determination that there has been a change in the prevailing market standard terms or market trading conventions that affects any hedging transaction, modify the terms of the Notes to the extent necessary to preserve any consistency between the Notes and the hedging transaction. If the Calculation Agent modifies the terms of the Notes, it will do so without regard to the interests of the holders of the Notes and any such modification may be prejudicial to the interests of the holder of the Notes.

### *Risks relating to ETI Linked Notes*

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

Potential investors in any such Notes should be aware that depending on the terms of the ETI Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified interests in exchange traded instruments may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of the interests in exchange traded instruments or basket of interests in exchange traded instruments may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the interests in exchange traded instruments or the basket of interests in exchange traded instruments may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the interests in exchange traded instruments or the basket of interests in exchange traded instruments, the greater the effect on yield.

If the amount of principal and/or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the exchange traded instruments on principal or interest payable will be magnified.

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

Whilst interests in exchange traded instruments are traded on an exchange and are therefore valued in a similar manner as a share traded on an exchange, certain provisions related to ETI Linked Notes are similar to the provisions related to funds and Fund Linked Notes.

In the case of ETI Linked Notes, no exchange traded instrument will have participated in the preparation of the relevant Final Terms or in establishing the terms of the ETI Linked Notes, and none of the Issuer or any Dealer will make any investigation or enquiry in connection with such offering with respect to any information concerning any such exchange traded instrument contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the interests in the exchange traded instruments will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such exchange traded instrument could affect the trading price of interests in the exchange traded instrument and therefore the trading price of the Notes. ETI Linked Notes do not provide Noteholders with any participation rights in the underlying ETI(s) and, except in certain circumstances in the case of Physical Delivery Notes, do not entitle holders of ETI Linked Notes to any ownership interest or rights in such ETI(s).

Except as provided in the Conditions, holders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant exchange traded instruments to which such Notes relate.

### *Risks relating to Foreign Exchange (FX) Rate Linked Notes*

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon movements in currency exchange rates or are payable in one or more currencies which may be



different from the currency in which the Notes are denominated ("**Foreign Exchange (FX) Rate Notes**"). Accordingly an investment in Foreign Exchange (FX) Rate Redemption Notes may bear similar market risks to a direct foreign exchange investment and potential investors should take advice accordingly.

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

Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). In recent years, rates of exchange between some currencies have been volatile. This volatility may be expected in the future. Fluctuations that have occurred in any particular exchange rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Fluctuations in exchange rates will affect the value of Foreign Exchange (FX) Rate Notes.

If the amount of principal and/or interest payable are dependent upon movements in currency exchange rates and are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the currency exchange rates on principal or interest payable will be magnified.

The market price of such Notes may be volatile and, if the amount of principal and/or interest payable is dependent upon movements in currency exchange rates, may depend upon the time remaining to the redemption date and the volatility of currency exchange rates. Movements in currency exchange rates may be dependent upon economic, financial and political events in one or more jurisdictions.

#### *Risks relating to Underlying Interest Rate Linked Notes*

The Issuer may issue Notes where the amount of principal and/or interest payable are dependent upon movements in underlying interest rates ("**Underlying Interest Rate Linked Notes**"). Accordingly an investment in Underlying Interest Rate Redemption Notes may bear similar market risks to a direct interest rate investment and potential investors should take advice accordingly.

Potential investors in any such Notes should be aware that, depending on the terms of the Underlying Interest Rate Linked Notes (i) they may receive no or a limited amount of interest, (ii) payment of principal or interest may occur at a different time than expected and (iii) they may lose a substantial portion of their investment. In addition, movements in interest rates may be subject to significant fluctuations that may not correlate with changes in other indices and the timing of changes in the interest rates may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in interest rates, the greater the effect on yield.

Interest rates are determined by various factors which are influenced by macro economic, political or financial factors, speculation and central bank and government intervention. In recent years, interest 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 interest rate in the past are not necessarily indicative, however, of fluctuation that may occur in the rate during the term of any Note. Fluctuations in interest rates will affect the value of Underlying Interest Rate Linked Notes.

If the amount of principal and/or interest payable are dependent upon movements in interest rates and are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the interest rates on principal or interest payable will be magnified.

The market price of such Notes may be volatile and, if the amount of principal and/or interest payable is dependent upon movements in interest rates, may depend upon the time remaining to the

redemption date and the volatility of interest rates. Movements in interest rates may be dependent upon economic, financial and political events in one or more jurisdictions.

**Additional Factors relating to certain Underlying References:**

*Adjustment to indices*

Where the Underlying Reference is an index (including a commodity index) if an index adjustment event (as described in the terms and conditions of the Notes) occurs the Issuer may require the Calculation Agent to make such adjustments as it determines appropriate to the terms of the Notes or redeem the Notes. Such action may have an adverse effect on the value and liquidity of the affected Underlying Reference Linked Notes.

*Additional Factors relating to Share Linked Notes.*

In the case of Share Linked Notes following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will make the corresponding adjustment, if any, to any terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share). Such adjustment may have an adverse effect on the value and liquidity of the affected Share Linked Notes.

If an Extraordinary Event occurs in relation to a Share it may lead to:

- (a) adjustments to any of the terms of the Notes (including, in the case of Share Linked Notes linked to a Basket of Shares, adjustments to and/or substitution of constituent shares of the Basket of Shares);
- (b) early redemption in whole or, in the case of Share Linked Notes relating to a Basket of Shares, in part or the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption; or
- (c) the Calculation Agent making an adjustment to any terms of the Notes which corresponds to any adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Option Exchange**") or, if options on the Shares are not traded on the Options Exchange, the Calculation Agent making such adjustment, if any, to the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

*Market Disruption Events or Failure to Open of an Exchange*

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

*Additional factors relating to ETI Linked Notes*

ETI Linked Notes linked to one or more interests in exchange traded instruments reflect the performance of such interests in exchange traded instruments.

An exchange traded instrument may invest in and trade in a variety of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes. Such financial instruments and investment techniques may include, but are not limited to, the use of leverage, short sales of securities, derivative transactions, such as swaps, stock options, index options, futures contracts and options on futures, lending of securities to certain financial institutions, entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies.

The amount payable on ETI Linked Notes will be dependent on the performance of the relevant ETI(s) underlying the ETI Linked Notes, which may be linked to the reported Net Asset Value per ETI Interest, the trading price available on an exchange for the relevant ETI Interest and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant ETI(s) would receive. The amount payable on the ETI Linked Notes may be less and in certain circumstances may be significantly less than the return from a direct investment in the relevant ETI(s) and may be zero.

Unlike Funds, exchange traded instruments are not actively managed. The value of an interest in an exchange traded instrument will decline, more or less, in line with the decline of any securities or the value of any index underlying or linked to the relevant exchange traded instrument. Exchange traded instruments involve risks similar to those of investing in equity securities traded on an exchange, such as market fluctuations caused by, amongst other things, economic and political developments, changes in interest rates and perceived trends in prices of securities. Where the relevant exchange traded instrument is linked to a particular index, the return on such exchange traded instrument may not match the return of the particular index.

Potential investors in ETI Linked Notes should be aware that neither the Issuer nor the Calculation Agent have any control over investments made by the relevant exchange traded instrument(s) and in no way guarantee the performance of an exchange traded instrument or the amount payable to holders of ETI Linked Notes.

In hedging the Issuer's obligations under the ETI Linked Notes, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant exchange traded instrument(s), replicating the performance of the relevant exchange traded instrument(s) or holding any of the assets underlying the relevant exchange traded instrument(s). The Hedge Provider may perform any number of different hedging practices with respect to ETI Linked Notes.

Investing directly or indirectly in interests in exchange traded instruments is generally considered to be risky. If the exchange traded instrument does not perform sufficiently well, the value of the Notes will fall, and may in certain circumstances be zero.

Prospective investors should review carefully the prospectus, information memorandum and/or offering circular (if any) issued by any relevant exchange traded instrument before purchasing any ETI Linked Notes. None of the Issuer, the Calculation Agent or any of their respective Affiliates make any representation as to the creditworthiness of any relevant exchange traded instrument or any such exchange traded instrument's administrative, custodian, investment manager or adviser.

#### *Potential Adjustment Events relating to ETI Linked Notes*

In the case of ETI Linked Notes, following the declaration by the relevant exchange traded instrument or any person appointed to provide services directly or indirectly in respect of such exchange traded instrument, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will make the corresponding adjustment, if any, to any of the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest).

Any such adjustment may have an adverse effect on the value and liquidity of such Notes.

#### *Extraordinary Events relating to ETI Linked Notes*

In the case of ETI Linked Notes if certain events ("**Extraordinary ETI Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Change in Related Parties/Key Persons Events, Modification Events, Net Asset Value/Investment/AUM Level Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the Issuer may, in its sole and absolute discretion, take no action, adjust the terms of the Notes to reflect such event, substitute the relevant ETI Interests or redeem the Notes.

Consequently, the occurrence of an Extraordinary ETI Event may have an adverse effect on the value or liquidity of the ETI Linked Notes.

The Issuer will exercise its rights under the ETI Linked Conditions, including in particular the action it takes on the occurrence of an Extraordinary ETI Event, in its sole and absolute discretion. Subject to all regulatory obligations, neither the Issuer nor the Calculation Agent owes any duty or responsibility to any of the holders of the ETI Linked Notes. The exercise of such rights in such manner may result in an increased loss in performance of the ETI Linked Notes than if the Issuer had taken different action.

#### *Market Disruption Events relating to Commodity Linked Notes*

If a Market Disruption Event occurs or is continuing on a date for valuation then:

- (i) the Calculation Agent will determine if such event has a material effect on the Notes and, if so, will calculate the relevant Interest Amount and/or Redemption Amount and/or make another relevant calculation using, in lieu of a published price for the relevant Commodity or Commodity Index, the Commodity Fallback Value; or
- (ii) the Calculation Agent may substitute the relevant affected Commodity or Index Component with a Commodity or Index Component selected by it in accordance with the criteria set out in the Commodity Linked Notes Conditions and will make such adjustment, if any, to any terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate; or
- (iii) the Issuer will redeem the Notes.

Consequently the occurrence of a Market Disruption Event in relation to a Commodity, Commodity Index or Index Component may have an adverse effect on the value or liquidity of the Notes.

#### *Adjustment Events relating to Notes linked to a Commodity Index*

In the case of Notes linked to a Commodity Index, if a relevant Commodity Index is (i) not calculated and announced by the Index Sponsor in respect of the Commodity Index but is calculated and announced by a successor sponsor or successor entity, as the case may be, acceptable to the Calculation Agent, or (ii) replaced by a successor Commodity Index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Commodity Index, then, in each case, that Commodity Index will be deemed to be the Commodity Index. The occurrence of a Commodity Index Modification, Commodity Index Cancellation or Commodity Index Disruption (each being a "**Commodity Index Adjustment Event**") may lead to:

- (a) the Calculation Agent determining the Relevant Price using, in lieu of a published level, the Commodity Fallback Value (if the Calculation Agent determines such Commodity Index Adjustment Event has a material effect on the Notes); or
- (b) cancellation or early redemption of the Notes.

Any such adjustment may have an adverse effect on the value and liquidity of such Notes.

#### *Certain Considerations Associated with Fund Linked Notes*

Where the Issuer issues Fund Linked Notes linked to one or more Funds, including Hedge Funds, Mutual Funds or Private Equity Funds, the relevant Notes reflect the performance of such fund(s).

Funds may trade and invest in a broad range of investments and financial instruments using sophisticated investment techniques for hedging and non-hedging purposes such as debt and equity securities, commodities or commodity indices and foreign exchange and may enter into derivative transactions, including, without limitation, futures, swaps and options. Such financial instruments and investment techniques may also include, but are not limited to, the use of leverage, short sales of securities, transactions that involve the lending of securities to financial institutions, the entry into repurchase and reverse repurchase agreements for securities and the investment in foreign securities and foreign currencies. While these investment strategies and financial instruments provide the investment manager and/or adviser of a Fund the flexibility to implement a range of strategies in an attempt to generate positive returns for the Fund, they also create the risk of significant losses that may adversely affect the value of the Fund and therefore the return on the Fund Linked Notes. Potential investors should be aware that neither the Issuer nor the Calculation Agent have any control over investments made by a Fund and therefore in no way guarantee the performance of a Fund and therefore the amount due to Noteholders on redemption of the Fund Linked Notes. Funds may often be illiquid and may only be traded on a monthly, quarterly or even less frequent basis. The trading strategies of Funds are often opaque. Funds, as well as the markets and instruments in which they invest, are often not subject to review by governmental authorities, self-regulatory organisations or other supervisory authorities.

The amount payable on Fund Linked Notes will be dependent on the performance of the relevant Fund(s) underlying the Fund Linked Notes, which may be linked to the reported Net Asset Value per Fund Share and/or the actual redemption proceeds the Hedge Provider or a hypothetical investor in the relevant Fund(s) would receive. The amount payable on the Fund Linked Notes may be less than the amount payable from a direct investment in the relevant Fund(s). In certain circumstances, a Fund may continue reporting a Net Asset Value per Fund Share, but the Hedge Provider or a hypothetical investor may not be able to realise their investment in the relevant Fund(s) at such reported Net Asset Value per Fund Share. In such a case, the return on the Fund Linked Notes may be less and in certain circumstances may be significantly less than the reported performance of the relevant Fund(s) and may be zero.

A Fund may be established as part of a master-feeder fund structure. Generally, a master-feeder fund structure involves the incorporation of a "master" fund company into which separate and distinct "feeder" funds invest. Active management of any investment strategy is, generally, performed at the master fund level. In instances where the Fund(s) underlying the relevant Fund Linked Notes are "feeder" funds, the Extraordinary Fund Events (see below) extend to include the "master" fund and its service providers. In conducting their own due diligence of the relevant Fund(s), prospective investors should pay particular attention to whether the relevant Fund(s) are established as part of a master-feeder fund structure.

In hedging the Issuer's obligations under the Fund Linked Notes, the Hedge Provider is not restricted to any particular hedging practice. Accordingly, the Hedge Provider may hedge its exposure using any method it, in its sole discretion, deems appropriate, including, but not limited to, investing in the relevant Fund(s), replicating the performance of the relevant Fund(s) or holding any of the assets underlying the relevant Fund(s). The Hedge Provider may perform any number of different hedging practices in respect to Fund Linked Notes.

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

#### *Extraordinary Events relating to Fund Linked Notes*

In the case of Fund Linked Notes if certain events ("**Extraordinary Fund Events**") including events relating to Global Events, Litigation/Fraudulent Activity Events, Fund Service Provider/Key Person Events, Modification Events, Net Asset Value per Fund Share/AUM Level Events, Reporting Events, Tax/Law/Accounting/Regulatory Events, Hedging/Impracticality/Increased Costs Events, Dealing Events and Miscellaneous Events in the determination of the Calculation Agent (acting in good faith and in a commercially reasonable manner) occur, the Issuer may, in its sole and absolute discretion, take no action, adjust the terms of the Notes to reflect such event, substitute the relevant Fund Shares or redeem the Notes.

Consequently the occurrence of an Extraordinary Fund Event may have an adverse effect on the value or liquidity of the Notes.

In addition, in the event that redemption proceeds in respect of the underlying Fund Shares are not received by the Hedge Provider on or prior to the scheduled date for redemption, such redemption date may be postponed for a period of up to two calendar years (or such other period as may be specified in the applicable Final Terms) and no additional amount shall be payable as a result of such delay.

The Issuer will exercise its rights under the Fund Linked Notes, including in particular the action it takes on the occurrence of an Extraordinary Fund Event, in its sole and absolute discretion. Subject to all regulatory obligations, neither the Issuer nor the Calculation Agent owes any duty or responsibility to any of the holders of the Fund Linked Notes. The exercise of such rights in such manner may result in an increased loss in performance of the Fund Linked Notes than if the Issuer had taken different action.

#### *Certain Considerations Associated with Notes Linked to Emerging Markets*

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

Increased custodian costs as well as administrative difficulties (such as the applicability of the laws of the jurisdictions of emerging or developing countries to custodians in such jurisdictions in various circumstances, including bankruptcy, ability to recover lost assets, expropriation, nationalisation and record access) may also arise from the maintenance of assets in such emerging or developing countries.

Prospective purchasers of such Notes should also be aware that the probability of the occurrence of a disruption event and consequently loss of investment or profit by an investor may be higher for certain developing or emerging markets. Prospective purchasers are expected to conduct their own enquiries and be satisfied that there are additional risks associated with investments linked to the performance of underlying assets located in these markets.

#### *Certain Considerations Associated with Dynamic Notes*

The Issuer may issue dynamic Notes ("**Dynamic Notes**"). Dynamic Notes may be linked to a portfolio or strategy often comprising assets with a greater potential for return and consequently greater risk (e.g. a Hedge Fund) and assets with a lower return and consequently lesser risk (e.g. a zero coupon debt security issued by an issuer with a high credit rating). The portfolio or strategy may include leverage on certain specified terms. The portfolio or strategy is dynamic and may rebalance between the relevant assets based upon a specified allocation methodology. The value of Dynamic Notes is determined by reference to the underlying portfolio or strategy. This portfolio or strategy may change during the term of the Notes which may affect the value of, and any return on, the Notes.

Considering the above aspects, Dynamic Notes are by their nature intrinsically complex, which makes their evaluation difficult, in terms of risk at the time of the purchase as well as thereafter. Investors should therefore purchase Dynamic Notes only after having completely understood and evaluated either themselves or with a financial adviser the nature and the risk inherent in the Dynamic Notes.

### *Limited Exposure to Underlying Reference*

If the applicable Final Terms provide that the exposure of any Underlying Reference Linked Notes to one or more Underlying References is limited or capped to a certain level or amount, such Notes will not benefit from any upside in the value of any such Underlying References beyond such limit or cap.

### *The Amount Payable on Redemption may be Significantly Less than the Value of an Investment in the Notes*

Each Noteholder may receive an amount on redemption and/or physical delivery of securities together with cash for roundings in respect of any Underlying Reference Linked Notes. The amount payable on redemption and/or the aggregate value of securities physically delivered and cash may be significantly less than the value of the Noteholder's investment in such Notes. In particular, in the case of any such Notes exposed to the performance of a basket of Underlying References, the securities so delivered may relate to or, the cash redemption amount may be calculated by reference to, the worst performing Underlying Reference or any other formula specified in the applicable Final Terms.

### *Additional Disruption Events and Optional Additional Disruption Events*

If an Additional Disruption Event or any Optional Additional Disruption Event specified in the applicable Final Terms occurs, the Notes may be subject to adjustment (including, in the case of Share Linked Notes linked to a Basket of Shares, adjustments to the Basket of Shares) or redemption or the amount payable on scheduled redemption may be different from the amount expected to be paid at scheduled redemption. In the case of Index Linked Securities linked to a Custom Index the occurrence of an Additional Disruption Event or Optional Redemption Event specified in the applicable Final Terms may lead to the selection of a successor Index. The Additional Disruption Events relate to changes in law (including changes in tax or regulatory capital requirements) and hedging disruption in respect of any hedging transactions relating to the Notes (both as more fully set out in the Conditions). Optional Additional Disruption Events relate to *force majeure*, increased cost of any hedging transactions or stock borrowings or loss of any stock borrowings in respect of the Notes, insolvency filing in respect of an equity issuer or stop-loss event in respect of an equity security (all as fully set out in the Conditions).

Consequently the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event may have an adverse effect on the value or liquidity of the Notes.

### *Physical Delivery Notes*

In the case of Notes which are redeemable by delivery of assets (other than Credit Linked Notes), if a Settlement Disruption Event occurs or exists on the due date for redemption of the Notes, settlement will be postponed until the next Settlement Business Day in respect of which there is no Settlement Disruption Event. The Issuer in these circumstances also has the right to pay the Disruption Cash Redemption Amount in lieu of delivering the Entitlement.

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

Commodity Linked Notes may not be redeemed by delivery of assets.

## DOCUMENTS INCORPORATED BY REFERENCE

This Document should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Document and that have been filed with the AMF for the purpose of the Prospectus Directive and the relevant implementing measures in France, and shall be incorporated in, and form part of, this Document:

- (a) the terms and conditions of the Notes contained in the debt issuance prospectus of BNPP dated 30 June 2005 (the "**2005 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of BNPP dated 21 June 2006 (the "**2006 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of BNPP dated 30 May 2007 (the "**2007 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of, *inter alios*, BNPP dated 30 May 2008 (the "**2008 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of, *inter alios*, BNPP dated 29 May 2009 (the "**2009 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of, *inter alios*, BNPP dated 3 June 2010 (the "**2010 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of, *inter alios*, BNPP dated 7 June 2011 (the "**2011 EMTN Conditions**"), the terms and conditions of the Notes contained in the base prospectus of, *inter alios*, BNPP dated 1 June 2012 (the "**2012 EMTN Conditions**") and together with the 2005 EMTN Conditions, the 2006 EMTN Conditions, the 2007 EMTN Conditions, the 2008 EMTN Conditions, the 2009 EMTN Conditions, the 2010 EMTN Conditions and the 2011 EMTN Conditions, the "**EMTN Previous Conditions**";
- (b) the information statement of BNPP, dated 3 June 2013 (the "**Information Statement**");
- (c) the audited consolidated financial statements of BNP Paribas as at, and for the years ended, 31 December 2011 and 31 December 2012 (the "**BNPP 2011 Financial Statements**" and the "**BNPP 2012 Financial Statements**" respectively), together with the respective statutory auditors' reports thereon, as contained, respectively, in BNPP's *document de référence et rapport financier annuel* in English for 2011 (the "**2011 Registration Document**") and BNPP's *document de référence et rapport financier annuel* in English for 2012 (the "**2012 Registration Document**");
- (d) Chapter 5 (entitled "Pillar 3") of the 2011 Registration Document and Chapter 5 (entitled "Risks and Capital Adequacy") of the 2012 Registration Document;

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Document to the extent that such statement is inconsistent with a statement contained in this Document.

The information incorporated by reference above is available as follows:

Information Incorporated by Reference	Reference
<b>BNP PARIBAS</b>	
<i>EMTN Previous Conditions</i>	
2005 EMTN Conditions	Pages 28 to 56
2006 EMTN Conditions	Pages 37 to 109
2007 EMTN Conditions	Pages 37 to 116
2008 EMTN Conditions	Pages 43 to 179
2009 EMTN Conditions	Pages 51 to 90
2010 EMTN Conditions	Pages 56 to 95
2011 EMTN Conditions	Pages 68 to 272
2012 EMTN Conditions	Pages 76 to 286
<i>Information Statement</i>	



Risk Factors	Pages 4 to 9 of the Information Statement
Selected Financial Data	Pages 10 to 11 of the Information Statement
Capitalization of the Group	Pages 12 to 15 of the Information Statement
Management's Discussion and Analysis of Results of Operations and Financial Condition	Pages 16 to 59 of the Information Statement
Recent Developments including the Issuer's 1st quarter results (unaudited) for the 3 month period ended 31 March 2013	Pages 60 to 75 of the Information Statement
Business of the Group	Pages 76 to 91 of the Information Statement
Legal Proceedings	Page 92 of the Information Statement
Main Shareholders	Page 93 of the Information Statement
Risk Management	Pages 94 to 180 of the Information Statement
Governmental Supervision and Regulation of BNP Paribas in France	Pages 181 to 184 of the Information Statement
Capital Adequacy of the BNP Paribas Group	Pages 185 to 192 of the Information Statement
Management of the Bank	Pages 193 to 197 of the Information Statement

*2011 Registration Document*

BNPP 2011 Financial Statements

Profit and Loss account for the year ended 31 December 2011	Page 102 of the 2011 Registration Document
Statement of net income and changes in assets and liabilities recognised directly in equity	Page 103 of the 2011 Registration Document
Balance sheet at 31 December 2011	Page 104 of the 2011 Registration Document
Cash Flows statement for the year ended 31 December 2011	Page 105 of the 2011 Registration Document
Statement of changes in shareholders' equity between 1 January 2010 and 31 December 2011	Pages 106 to 107 of the 2011 Registration Document
Notes to the financial statements prepared in accordance with international financial reporting standards as adopted by the European Union	Pages 108 to 205 of the 2011 Registration Document
Statutory Auditors' Report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2011	Pages 206 to 207 of the 2011 Registration Document
Chapter 5 ("Pillar 3")	Pages 209 to 293 of the 2011 Registration Document

*2012 Registration Document*

BNPP 2012 Financial Statements

Profit and loss account for the year ended 31 December 2012	Page 104 of the 2012 Registration Document
Statement of net income and changes in assets and	Page 105 of the 2012 Registration

liabilities recognised directly in equity	Document
Balance sheet at 31 December 2012	Page 106 of the 2012 Registration Document
Cash flow statement for the year ended 31 December 2012	Page 107 of the 2012 Registration Document
Statement of changes in shareholders' equity between 1 January 2011 and 31 December 2012	Pages 108 and 109 of the 2012 Registration Document
Notes to the financial statements prepared in accordance with International Financial Reporting Standards as adopted by the European Union	Pages 110 to 213 of the 2012 Registration Document
Statutory Auditors' report on the Consolidated Financial Statements of BNP Paribas for the year ended 31 December 2012	Pages 214 to 215 of the 2012 Registration Document
Chapter 5 ("Risks and Capital Adequacy")	Pages 217 to 331 of the 2012 Registration Document

Information contained in the documents incorporated by reference other than information listed in the tables above is for information purposes only.

The Issuer will provide, free of charge, to each person to whom a copy of this Document has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference. Written or oral requests for such documents should be directed to the Issuer at its principal office set out at the end of this Document. In addition, copies of any documents incorporated by reference will be made available free of charge from the specified office of the Principal Paying Agent, and will be available for viewing on the website of the French Directorate of Legal and Administrative Information ([www.info-financiere.fr](http://www.info-financiere.fr)) and on the Issuer's website ([www.invest.bnpparibas.com](http://www.invest.bnpparibas.com)). This Base Prospectus and any supplements thereto will be available for viewing on the websites of the Issuer ([www.invest.bnpparibas.com](http://www.invest.bnpparibas.com)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the AMF in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

BNPP has given an undertaking in connection with the listing of the Notes on Euronext Paris to the effect that, so long as any Note remains outstanding and listed on such Exchange, in the event of any adverse change in the condition of the Issuer which is material in the context of the Programme and which is not reflected in this Document, it will prepare a further supplement to this Document or publish a new base prospectus for use in connection with any subsequent issue of Notes to be listed on Euronext Paris. If the terms of the Programme are modified or amended in a manner which would make this Document, as supplemented, inaccurate or misleading, a new base prospectus will be prepared.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

In relation to any issue of Notes, the applicable Final Terms should be read in conjunction with this Document.

## GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is qualified by the Summary and the remainder of this Document and, in relation to the terms and conditions of any particular Series (as defined below in "Terms and Conditions of the English Law Notes" and the "Terms and Conditions of the French Law Notes") of Notes, the applicable Final Terms. Subject as provided in the Terms and Conditions of the Notes, any of the following (including, without limitation, the type of Notes which may be issued pursuant to the Programme) may be varied or supplemented as agreed between the Issuer, the relevant Dealer(s) and the Principal Paying Agent (if applicable).

This general overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in "Form of the Notes" and the "Terms and Conditions of the English Law Notes" and the "Terms and Conditions of the French Law Notes" shall have the same meaning in this overview:

<b>Issuer</b>	BNP Paribas (" <b>BNPP</b> " or the " <b>Bank</b> " and, together with its consolidated subsidiaries, the " <b>Group</b> ")
<b>Arranger</b>	BNP Paribas
<b>Dealers</b>	Barclays Bank PLC BNP Paribas UK Limited Citigroup Global Markets Limited Commerzbank Atkiengesellschaft Credit Suisse Securities (Europe) Limited Goldman Sachs International J.P. Morgan Securities plc Merrill Lynch International Morgan Stanley & Co. International plc UBS Limited
<b>Legal and regulatory requirements</b>	Notes may also be issued to third parties other than Dealers on the basis of enquiries made by such third parties to the Issuer, including Dealers appointed in relation to issues of Notes denominated in particular currencies in compliance with applicable regulations and guidelines from time to time. Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see " <i>Subscription and Sale</i> " below) including the following restrictions applicable at the date of this Document.
<b>Issue Method</b>	Notes may be issued on a syndicated or non-syndicated basis. The Notes will be issued in Series having one or more issue dates and on terms otherwise identical within the same Series. Each Series may be issued in Tranches on the same or different issue dates. The specific terms of each Tranche will be set out in the relevant Final Terms.
<b>Principal Paying Agent</b>	BNP Paribas Securities Services, Luxembourg Branch
<b>Registrar</b>	BNP Paribas Securities Services, Luxembourg Branch
<b>Programme Amount</b>	€90,000,000,000 (or its equivalent in other currencies calculated on the Agreement Date) outstanding at any one time. As provided in the Programme Agreement the nominal amount of Notes outstanding under the Programme may be further increased.

<b>Description</b>	Euro Medium Term Note Programme.
<b>Currencies</b>	Notes may be denominated in any currency or currencies agreed between the Issuer and the Dealer(s), subject to compliance with all applicable legal and/or regulatory restrictions. Payments in respect of Notes may, subject to compliance as aforesaid, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.
<b>Redenomination</b>	The terms and conditions of the Notes provide that certain Notes may be redenominated in euro.
<b>Maturities</b>	Any maturity in excess of one day (except in the case of Subordinated Notes when the minimum maturity will be five years or, in any case, such other minimum maturity as may be required from time to time by the relevant monetary authority). No maximum maturity is contemplated and Notes may be issued with no specified maturity dates provided, however, that Notes will only be issued in compliance with all applicable legal and/or regulatory requirements.
<b>Issue Price</b>	Notes may be issued at par or at a discount to, or premium over, par and either on a fully paid or partly paid basis.
<b>Fixed Rate Notes</b>	Fixed rate interest will be payable on such day(s) as specified in the applicable Final Terms and on redemption.  Interest will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.
<b>Floating Rate Notes</b>	Floating Rate Notes will bear interest calculated: <ul style="list-style-type: none"> <li>(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement in the form of either (i) an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series) or (ii) the Master Agreement relating to foreign exchange and derivative transactions published by the <i>Association Française des Banques/Fédération Bancaire Française</i> and evidenced by a Confirmation; or</li> <li>(b) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service; or</li> <li>(c) on such other basis as may be agreed in writing between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).</li> </ul> <p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes will be payable, and will be calculated as specified prior to issue in the applicable Final</p>

Terms.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes. Interest will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the applicable Final Terms.

### **Index Linked Notes**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Index Linked Notes will be calculated by reference to one or more Indices as are agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms. Index Linked Notes may be linked to, *inter alia*, an equity index or a property index or a custom index established, calculated and/or sponsored by BNPP and/or its Affiliates.

Index Linked Notes may be subject to early redemption or adjustment if an Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Index's sponsor fails to calculate and announce the Index, or certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its Affiliates' hedging arrangements.

If certain disruption events occur with respect to valuation of an Index such valuation will be postponed and may be made by the Calculation Agent. Payments may also be postponed.

### **Share Linked Notes**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Share Linked Notes will be calculated by reference to one or more shares, ADRs and/or GDRs (together referred to herein as "**Shares**" and each a "**Share**") as agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms. Share Linked Notes may also provide for redemption by physical delivery of the Entitlement as more fully set out under "*Terms and Conditions of the English Law Notes*" and the "*Terms and Conditions of the French Law Notes*".

Share Linked Notes may be subject to early redemption or adjustment (including as to valuation and in certain circumstances Share substitutions) if certain corporate events (such as events affecting the value of a Share (including Share, or in the case of GDRs and ADRs, Underlying Share, divisions or consolidations, extraordinary dividends and capital calls); de-listing of a Share or Underlying Share; insolvency, merger or nationalisation of a Share or Underlying Share issuer; or a tender offer or redenomination of a Share or Underlying Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its Affiliates' hedging arrangements, or if insolvency filings are made with respect to a Share or Underlying Share issuer.

### **ETI Linked Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of ETI Linked Notes will be calculated by reference to interests in

one or more exchange traded instrument as agreed between the Issuer and the relevant Dealer. ETI Linked Notes may also provide settlement by physical delivery of the Entitlement as more fully set out under the "Terms and Conditions of the English Law Notes" and the "Terms and Conditions of the French Law Notes".

#### **Inflation Linked Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of Inflation Linked Notes will be calculated by reference to one or more inflation Indices as agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms.

#### **Commodity Linked Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of Commodity Linked Notes will be calculated by reference to one or more commodities and/or commodity indices as agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms.

Commodity Linked Notes may be subject to adjustment (including as to valuations) if certain events occur with respect to a Commodity, Commodity Index or Index Component (such as a trading disruption the disappearance of, or disruption in publication of, a reference price; and in certain circumstances a change in the formula for calculating a reference price; or a change in the content of a Commodity, an index component disruption event or an index disruption event in respect of a Commodity Index.

Commodity Linked Notes may be subject to cancellation or early redemption or adjustment if a Commodity Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Commodity Index's sponsor fails to calculate and announce the Commodity Index, or certain events (such as illegality or disruptions) occur with respect to the Issuer's or any of its Affiliates' hedging arrangements.

**Fund Linked Notes**

Payments (whether in respect of principal or interest and/or whether at maturity or otherwise) in respect of Fund Linked Notes will be calculated by reference to units, interests or shares in a single fund or basket of funds on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms. Fund Linked Notes may also provide for redemption by physical delivery of the Entitlement.

Fund Linked Notes may be subject to early redemption or adjustment (including as to valuation and fund substitutions) if certain corporate events (such as insolvency (or analogous event) occurring with respect to a fund; litigation against, or regulatory events occurring with respect to a fund; suspensions of fund subscriptions or redemptions; certain changes in net asset value of a fund; or modifications to the investment objectives or changes in the nature or administration of a fund) occur, if certain valuation or settlement disruption events occur with respect to a fund, or if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its Affiliates' hedging arrangements.

**Credit Linked Notes**

Notes with respect to which payment of principal and interest is linked to the credit of a specified entity or entities will be issued on such terms as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

If Conditions to Settlement are satisfied during the Notice Delivery Period, each Note will be redeemed by the payment of the Credit Event Redemption Amount, if Cash Settlement is specified in the applicable Final Terms, or by Delivery of the Deliverable Obligations comprising the Entitlement, if Physical Delivery is specified in the applicable Final Terms, as more fully set out under "*Terms and Conditions of the English Law Notes*" and the "*Terms and Conditions of the French Law Notes*".

**Foreign Exchange (FX) Rate Linked Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of Foreign Exchange (FX) Rate Linked Notes will be calculated by reference to one or more foreign exchange rates as agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms.

**Underlying Interest Rate Linked Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of Underlying Interest Rate Linked Notes will be calculated by reference to one or more underlying interest rates as agreed between the Issuer and the relevant Dealer(s) set out in the applicable Final Terms.

**Hybrid Notes**

Payments (whether in respect of principal and/or interest and whether at maturity or otherwise) in respect of Hybrid Notes will be calculated by reference to any combination of Underlying References as agreed between the Issuer and the relevant Dealer(s) as set out in the applicable Final Terms.

**Zero Coupon Notes**

Zero Coupon Notes will not bear interest other than in the

case of late payment.

## **Redemption and Purchase**

The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices as may be agreed between the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms.

Following an Event of Default, no part of Subordinated Notes may be redeemed prior to five years (or in any case, such other minimum period as may be required from time to time by the relevant monetary authority) from the relevant Issue Date and no part of any Notes denominated in any other Specified Currency may be redeemed prior to such other minimum time as may be required by the relevant monetary authority.

Early redemption of Subordinated Notes will be subject to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France.

Any early redemption or purchase (in the open market) by BNPP of more than 10 per cent. of the nominal amount of any issue of Subordinated Notes (either individually or when aggregated with any previous redemption or purchase) will be subject to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France.

In the case of Subordinated Notes, no redemption of the Notes at the option of the Noteholders is permitted.

## **Denominations of Notes**

Notes will be issued in such denominations as may be specified in the applicable Final Terms save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

## **Approval, listing and admission to trading**

Application has been made to the AMF in France for approval of this Base Prospectus. Application may be made to Euronext Paris for Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market and/or on such other or further stock exchange(s) (including in particular the Luxembourg Stock Exchange) or markets as may be specified in the applicable Final Terms and references to listing shall be construed accordingly. The applicable Final Terms will state whether or not the relevant Notes are to be listed and, if so, on which stock exchange(s).

## **Exempt Notes**

The requirement to publish a prospectus under the Prospectus Directive only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area and/or offered to the public in the European Economic Area other than in circumstances where an



exemption is available under Article 3.2 of the Prospectus Directive (as implemented in the relevant Member State(s)). Under this Base Prospectus, the Issuer may issue Exempt Notes (being Notes for which no prospectus is required to be published under the Prospectus Directive). In the case of Exempt Notes, any terms and conditions not contained in this Base Prospectus which are applicable to such Exempt Notes will be set out in a final terms document (the "**Final Terms**"). The Agency Agreement (as defined in the Conditions) and this Base Prospectus sets out the form of Final Terms for Exempt Notes.

### **Selling Restrictions**

There are restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions.

The Issuer is a Category 2 Issuer for the purposes of Regulation S.

### **Method of Publication of this Base Prospectus and the Final Terms**

This Base Prospectus, any supplement thereto and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the website of the AMF at ([www.amf-france.org](http://www.amf-france.org)) and copies may be obtained at the Principal Paying Agent's office, or through any other means in accordance with article 212-27 of the *Règlement Général* of the AMF. The Final Terms will indicate where the Base Prospectus may be obtained.

### **Payout Methodology**

The amount(s) (if any) payable or deliverable, as applicable, under the Notes will be comprised of the following components (each a "**Product Component**"):

- (i) on final redemption, the Final Redemption Amount (see General Condition 5 of the Terms and Conditions of the English Law Notes or General Condition 5 of the Terms and Conditions of the French Law Notes, as the case may be, and Payout Conditions 1.2 and 2.3);
- (ii) if Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Automatic Early Redemption Amount (see the Automatic Early Redemption provisions in the relevant Annex and Payout Conditions 1.3 and 2.4);
- (iii) if an Issuer Call Option or Noteholder Put Option is specified as applicable in the applicable Final Terms, the relevant Optional Redemption Amount (see General Condition 5 of the Terms and Conditions of the English Law Notes or General Condition 5 of the Terms and Conditions of the French Law Notes, as the case may be);
- (iv) in the case of Physical Delivery Notes, the Entitlement (see General Condition 4 and 5 of the Terms and Conditions of the English Law Notes or General Condition 4 and 5 of the Terms and Conditions of the French Law Notes, as the case may be, and Payout Conditions 1.4); and/or
- (v) in the case of interest paying Notes, the interest

amount (see General Condition 3 of the Terms and Conditions of the English Law Notes or General Condition 3 of the Terms and Conditions of the French Law Notes, as the case may be, and Payout Conditions 1.1 and 2.1).

The terms of a Series of Notes are comprised of (i) the Conditions, (ii) the Annex relevant to the relevant Underlying References and (iii) if selected in the applicable Final Terms, the Interest Rate and/or Payout(s) selected from Annex 1 to the Conditions (the "**Payout Annex**") specified in the applicable Final Terms and the related variables specified in the applicable Final Terms (including the relevant valuation provisions) for such Interest and/or Payout(s) (as selected from the Payout Annex).

**Investors must review the Conditions, the Annex relevant to the relevant Underlying Reference and the Payout Annex, together with the applicable Final Terms to ascertain the terms and conditions applicable to the Notes.**

## TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES

*The following are the terms and conditions of the Notes which will include the additional terms and conditions for payouts for Notes contained in Annex 1, the additional terms and conditions contained in Annex 2 in the case of Index Linked Notes, the additional terms and conditions contained in Annex 3 in the case of Share Linked Notes, the additional terms and conditions contained in Annex 4 in the case of Inflation Linked Notes, the additional terms and conditions contained in Annex 5 in the case of Commodity Linked Notes, the additional terms and conditions contained in Annex 6 in the case of Fund Linked Notes, the additional terms and conditions contained in Annex 7 in the case of Credit Linked Notes, the additional terms and conditions contained in Annex 8 in the case ETI Linked Notes, the additional terms and conditions in Annex 9 in the case of Foreign Exchange (FX) Linked Notes and the additional terms and conditions contained in Annex 10 in the case of Underlying Interest Rate Linked Notes which, subject to completion in accordance with the provisions of the applicable Final Terms for the purpose of a specific issue of Notes, will be attached to or incorporated by reference into each Global Note and which will be endorsed upon each definitive Note. The applicable Final Terms will be incorporated into, or attached to, each Global Note and endorsed upon each definitive Note. Reference should be made to "Form of the Notes" below for a description of the content of Final Terms which will include the definitions of certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series of the Notes ("**Notes**", which expression shall mean (i) in relation to any Notes represented by a Note in global form (a "**Global Note**", which term shall include any Bearer Global Note or Registered Global Note), units of the lowest Specified Denomination (as specified in the applicable Final Terms) in the Specified Currency of the relevant Notes, (ii) definitive Notes issued in exchange (or part exchange) for a Global Note and (iii) any Global Note) issued by BNP Paribas ("**BNPP**" or the "**Issuer**") subject to, and with the benefit of, an amended and restated agency agreement (the "**Agency Agreement**", which expression includes the same as it may be updated or supplemented from time to time) dated 3 June 2013 and made between BNPP as issuer BNP Paribas Securities Services, Luxembourg Branch as Luxembourg listing agent, issuing agent, principal paying agent, exchange agent and, if specified in the applicable Final Terms, calculation agent (the "**Principal Paying Agent**" and "**Exchange Agent**" which expressions shall include any successor as principal paying agent, exchange agent), BNP Paribas Arbitrage S.N.C. if specified in the Final Terms as calculation agent (together with BNP Paribas Securities Services, Luxembourg Branch each a "**Calculation Agent**" which expression shall include any other calculation agent specified in the applicable Final Terms), BNP Paribas Securities Services, Luxembourg Branch as registrar (the "**Registrar**", which expression shall include any successor registrar) and the other paying agents and transfer agents named therein (together with the Principal Paying Agent, the "**Paying Agents**" and "**Transfer Agents**" which expressions shall include any additional or successor paying agents or transfer agents). The Principal Paying Agent, Registrar, Transfer Agents and Exchange Agent are referred to together as the "**Agents**".

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the "**Conditions**") and, in the case of a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt Note**"), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Series**" means each original issue of Notes together with any further issues expressed to form a single series with the original issue which are denominated in the same Specified Currency and which have the same Maturity Date, Interest Basis and Interest Payment Dates (if any) and the terms of which (save for the Issue Date or Interest Commencement Date and the Issue Price) are otherwise identical (including whether or not the Notes are listed) and the expressions "**Notes of the relevant Series**" and "**Noteholders of the relevant Series**" and related expressions shall be construed accordingly.

The holders for the time being of the Notes ("**Noteholders**"), which expression shall, in relation to any Notes represented by a Global Note, be construed as provided in Condition 1, the holders of the Coupons (as defined below) appertaining to interest-bearing definitive Bearer Notes (the "**Couponholders**"), the holders of the Talons (the "**Talontholders**") and the holders of the Receipts (the "**Receiptholders**") are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms, which are binding on them. Certain statements in these Terms and Conditions are summaries of, and are subject to, the detailed provisions of the Agency Agreement. If the Notes are to be admitted to trading on Euronext Paris or, as the case may be, a Regulated Market (including the regulated market of the Luxembourg Stock Exchange) or the EuroMTF exchange regulated market of the Luxembourg Stock Exchange (the "**EuroMTF Market**") the applicable Final Terms will be published on the website of Euronext Paris or the relevant Regulated Market, as applicable. If this Note is an Exempt Note, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. Copies of the Agency Agreement (which contains the form of Final Terms) and the Final Terms for the Notes of this Series are available from the principal office of the Principal Paying Agent and the Paying Agents set out at the end of these Terms and Conditions.

The Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of the amended and restated deed of covenant (the "**Deed of Covenant**") dated 3 June 2013 and made by the Issuer. The original of the Deed of Covenant is held by a common depository on behalf of Euroclear Bank SA/NV and Clearstream Banking, société anonyme, Luxembourg ("**Clearstream, Luxembourg**").

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system (including The Depository Trust Company and Euroclear France and the *Intermédiaires financiers habilités* authorised to maintain accounts therein (together, "**Euroclear France**")) approved by the Issuer and the Principal Paying Agent.

Words and expressions defined in the Agency Agreement or defined or set out in the applicable Final Terms (which term, as used herein, means, in relation to this Note, the Final Terms attached hereto or endorsed hereon) shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of any inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

## 1. **Form, Denomination, Title and Transfer**

### (a) *Form, Denomination and Title*

The Notes are in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") in the Specified Currency and Specified Denomination(s) and definitive Notes will be serially numbered. This Note is a Senior Note or a Subordinated Note as indicated in the applicable Final Terms. This Note is, to the extent specified in the applicable Final Terms, a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a Note with interest linked to one or more underlying reference asset or basis (an "**Underlying Reference(s)**") specified in the applicable Final Terms such as an Index Linked Interest Note, a Share Linked Interest Note, an Inflation Linked Interest Note, a Commodity Linked Interest Note, a Fund Linked Interest Note, an ETI Linked Interest Note, a Foreign Exchange (FX) Rate Interest Linked Note or a Hybrid Interest Note, or any combination thereof or, subject to all applicable laws and regulations, any other type of Note depending on the Interest Basis specified in the applicable Final Terms. This Note may be an Index Linked Redemption Note, a Share Linked Redemption Note, an Inflation Linked Redemption Note, a Commodity Linked Redemption Note, a Fund Linked Redemption Note, a Credit Linked Note, an ETI Linked Redemption Note, a Foreign Exchange (FX) Rate Linked Redemption Note, a Hybrid Redemption Note, an Instalment Note, a Partly Paid Note or any combination thereof or, subject to all applicable laws and regulations, any one type of Note depending on the Redemption/Payment Basis specified in the applicable Final Terms. If it is a definitive Bearer Note, it is issued with coupons for the payment of interest

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

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

The Issuer has appointed the Registrar at its office specified below to act as registrar of the Registered Notes. The Issuer shall cause to be kept at the specified office of the Registrar for the time being at 33 rue de Gasperich, Howald - Hesperange, L-2085 Luxembourg, a register (the "**Register**") on which shall be entered, *inter alia*, the name and address of the holder of the Registered Notes and particulars of all transfers of title to the Registered Notes.

For so long as any of the Notes is represented by a Bearer Global Note or a Registered Global Note (each as defined in (vi) below) held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "**Noteholders**" and related expressions shall be construed accordingly.

For so long as any of the Notes are represented by a Bearer Global Note or a Registered Global Note (each as defined in (vi) below) held by or on behalf of the HKMA as the operator of the CMU ("**CMU operator**"), each person for whose account interest in the relevant Bearer Global Note or Registered Global Note is credited as being held in the CMU, as notified by the CMU to the CMU Lodging Agent in a relevant CMU Instrument Position Report, or any other relevant notification by the CMU (which notification, in either case, shall be conclusive evidence of the records of the CMU save in the case of manifest error), shall be treated by the Issuer and any Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "Noteholder" and "Noteholders" and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream,

Luxembourg, or the CMU or such other clearing system approved by the Issuer or the Principal Paying Agent.

(b) *Transfers of Registered Notes*

(i) Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear, Clearstream, Luxembourg or the CMU, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear, Clearstream, Luxembourg or the CMU, as the case may be and in accordance with the terms and conditions specified in the Agency Agreement.

(ii) Transfers of Registered Notes in definitive form

Subject as provided in paragraph (v) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (i) the holder or holders must (a) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing and (b) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 8 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate nominal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(iii) Registration of transfer upon partial redemption

In the event of a partial redemption of Notes under Condition 5, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(iv) Costs of registration

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

(v) Exchanges and transfers of Registered Notes generally

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time. Prior to expiry of the applicable Distribution Compliance Period (as defined below), transfers by the holder of, or of a beneficial interest in, a Global Note may be made to a transferee in the United States or who is a U.S. person under Regulation S (or for the account or benefit of such person) only pursuant to an exemption from the registration requirements of the United States Securities Act of 1933, as amended (the "**Securities Act**").

(vi) Definitions

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

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

**"CMU"** or **"CMU Service"** means the Central Moneymarkets Unit Service (or any lawful successor thereto), being the book-entry clearing system operated by the HKMA;

**"CMU Instrument Position Report"** means the instrument position report showing the aggregate nominal value of the instrument specified therein held by CMU Members in the CMU securities accounts, as prepared from time to time by the CMU, and provided to the relevant paying agent of such instrument, in the form shown in Appendix E.2 of the CMU Manual;

**"CMU Lodging Agent"** shall be as specified in the relevant Final Terms;

**"CMU Manual"** means the reference manual relating to the operation of the CMU Service issued by the HKMA to CMU Members, as amended from time to time;

**"CMU Member"** means any member of the CMU Service;

**"CMU Rules"** means all requirements of the CMU Service for the time being applicable to a CMU Member and includes (a) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU Service and the CMU Manual; (b) all the operating procedures as set out in the CMU Manual for the time being in force in so far as such procedures are applicable to a CMU Member; and (c) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Manual;

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

**"HKMA"** means the Hong Kong Monetary Authority, the government authority in Hong Kong with responsibility for maintaining currency and banking stability, or any lawful successor thereto;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Registered Global Note**" means a global note in registered form; and

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

## 2. Status of the Notes

### (a) **Status (Senior Notes)**

If the Notes are "**Senior Notes**" the Notes and (if applicable) the relative Coupons are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and at least *pari passu* with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).

### (b) **Status (Subordinated Notes)**

(i) "**Subordinated Notes**" comprise Dated Subordinated Notes and Undated Subordinated Notes.

#### (A) Dated Subordinated Notes

If the Notes are "**Dated Subordinated Notes**", the Notes are direct, unconditional, unsecured and subordinated obligations of BNPP and rank *pari passu* among themselves and *pari passu* with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of BNPP and have a fixed maturity date. Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of the Noteholders and (if so specified in the applicable Final Terms) the Couponholders to payment under the Dated Subordinated Notes and (if applicable) relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and, subject to such payment in full, such Noteholders and (if so specified in the applicable Final Terms) Couponholders will be paid in priority to *prêts participatifs* granted to BNPP and *titres participatifs* issued by BNPP. The relative Coupons will not be subordinated (unless otherwise specified in the applicable Final Terms).

#### (B) Undated Subordinated Notes

If the Notes are "**Undated Subordinated Notes**", the Notes are direct, unconditional, unsecured and subordinated obligations of BNPP and rank *pari passu* among themselves and *pari passu* with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of the Issuer and have no fixed maturity date. Payment of interest in respect of Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 3(g).

Subject to applicable law, in the event of the voluntary liquidation of BNPP, bankruptcy proceedings, or any other similar proceedings affecting BNPP, the rights of Noteholders and Couponholders to payment under the Undated Subordinated Notes and relative Coupons will be subordinated to the full payment of the unsubordinated creditors (including depositors) of BNPP and, subject to such payment in full, such Noteholders and Couponholders will be paid in priority to *prêts participatifs* granted to BNPP and *titres participatifs* issued by BNPP.



The proceeds of issues of Undated Subordinated Notes may be used for off-setting losses of BNPP and, thereafter, to allow it to continue its activities in accordance with French banking regulations. The loss will be charged first against accumulated profits, then against reserves and capital, and finally, if needed, against the subordinated loans and unpaid interest thereon (including interest on the Notes) which include a clause providing for the absorption of the losses, in order to allow BNPP to fulfil the regulatory requirements applicable to banks prevailing in France, especially those relating to solvency ratios, and in order to allow BNPP to continue its activities. The proceeds of such issues will be classed amongst the funds of BNPP in accordance with Article 4(c) of *Règlement* No. 90-02 of the *Comité de la réglementation bancaire et financière*. This provision does not in any way affect any French law applicable to accounting principles relating to allocation of losses nor the duties of the shareholders and does not in any way affect the rights of the Noteholders and Couponholders to receive payments of principal and interest under Undated Subordinated Notes and relative Coupons in accordance with these Terms and Conditions.

### 3. Interest and AER Rate

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

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expressions shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the "***Interest Period End Final Date***" for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

If no Business Day Convention is specified as applicable to an Interest Period End Date in the applicable Final Terms and the Notes are in definitive form except as provided in the applicable Final Terms:

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

Interest shall be calculated by applying the Rate of Interest to: (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

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

(b) ***Interest on Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References***

(i) Interest Period End Dates and Interest Payment Dates

Each Floating Rate Note, each Index Linked Interest Note, Share Linked Interest Note, Inflation Linked Interest Note, Commodity Linked Interest Note, Fund Linked Interest Note, ETI Linked Interest Note, Foreign Exchange (FX) Rate Linked Interest Note, Underlying Interest Rate Linked Note, Hybrid Linked Interest Note and Notes with interest linked to other Underlying References bears interest on its nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 3(e)) or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the "**Interest Period End Final Date**" for the relevant Interest Period)). For the purposes of this Condition 3(b) "**Interest Period End Date**" shall mean either:

- (1) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (2) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

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

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) In any case where Specified Periods are specified in accordance with Condition 3(b)(i)(2) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Period End Date or Interest Payment Date, as the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or
- (B) The Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (C) The Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
- (D) The Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in any Additional Business Centre specified in the applicable Final Terms; and
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro or CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (any such centre, an "**Additional Business Centre**" and which, if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively), or (B) in relation to any sum payable in euro, a day (a

"**TARGET2 Settlement Day**") on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") is open or (C) in relation to any sum payable in CNY, unless otherwise specified in the applicable Final Terms, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References will be determined in the manner specified in the applicable Final Terms.

(iii) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest or the Rate, as applicable, is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (iii), "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

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

For the purposes of this sub-paragraph (iii), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(iv) FBF Determination

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to transactions on forward financial instruments (an "**FBF Agreement**"), as in effect on the date of issue of the Notes, published by the *Fédération Bancaire Française* and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Note under which:

- (A) the Issuer was the Floating Amount Payer;
- (B) the Principal Paying Agent (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;
- (C) the Interest Commencement Date was the Transaction Date;
- (D) the lowest Specified Denomination was the Notional Amount;
- (E) the Interest Payment Dates were the Floating Amount Payment Dates; and
- (F) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under sub-paragraph (vi) below;
- (2) the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Principal Paying Agent in accordance with the preceding sentence; and
- (3) the Principal Paying Agent will be deemed to have discharged its obligations under subparagraph (vi) below if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(v) Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest or Rate in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the Specified Time indicated above or in the applicable Final Terms.

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

The Principal Paying Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References, will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. In the case of Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or Calculation Agent, as applicable, will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the Day Count Fraction specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note, Index Linked Interest Note, Share Linked Interest Note, Inflation Linked Interest Note, Commodity Linked Interest Note, Fund Linked Interest Note, ETI Linked Interest Note, Foreign Exchange (FX) Rate Linked Interest Note, Underlying Interest Rate Linked Note, Hybrid Interest Note or a Note with interest linked to another Underlying Reference in definitive form comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

**"Calculation Period"** means each Interest Period, AER Calculation Period, FR Calculation Period, SPS Call Valuation Period or SPS Put Valuation Period, as applicable.

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

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

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

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

- (b) if **"Actual/Actual (ISDA)"** or **"Actual/Actual"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if **"Actual/365 (Fixed)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (d) if **"Actual/365 (Sterling)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending in a leap year, 366;
- (e) if **"Actual/360"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

- (f) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y<sub>1</sub>" is the year expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31 in which case D<sub>1</sub>, will be 30; and

"D<sub>2</sub>" is the calendar day expressed as a number immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

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

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31 in which case D<sub>1</sub>, will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (h) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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



where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 in which case D2 will be 30.

(vii) Minimum and/or Maximum Interest Rate

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraph (ii), (iii), (iv) or (v) above (as appropriate) is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

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

(viii) Notification of Rate of Interest and Interest Amount

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer (such notifications to occur no later than the Business Day following such determination), (in the case of Notes which are listed on Euronext Paris or on the Official List of the Luxembourg Stock Exchange and the rules of such stock exchange so require) Euronext Paris or the Luxembourg Stock Exchange, as applicable and, if applicable, to any other stock exchange on which the relevant Notes are for the time being listed. In addition, the Principal Paying Agent (except where the relevant Notes are unlisted and are in global form and held in their entirety on behalf of Euroclear, Clearstream, Luxembourg or the CMU, as the case may be in which event there may be substituted for such publication the delivery of such notice to Euroclear, Clearstream, Luxembourg or the CMU Lodging Agent, as the case may be for communication to the holders of the Notes) shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 12 as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the

Noteholders in accordance with Condition 12. For the purposes of these Conditions, the expression "**Luxembourg Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Luxembourg.

(ix) **Certificates to be Final**

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

(c) **Zero Coupon Notes**

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 5(e) at its Amortised Face Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the applicable Final Terms. Such interest shall continue to accrue (as well after as before any judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and in the case of an incomplete month the actual number of days elapsed in such incomplete month or on such other basis as may be specified in the applicable Final Terms.

(d) **Coupon Switch**

If Coupon Switch is specified as applicable in the applicable Final Terms (i) if Coupon Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that or (ii) if Automatic Coupon Switch is specified as applicable in the applicable Final Terms and an Automatic Switch Event occurs, the Interest Basis for the Notes will be amended (a "**Coupon Switch**") from the Interest Basis specified in the Final Terms to the Switched Coupon specified in the applicable Final Terms on and after the Coupon Switch Date specified in the applicable Final Terms. Notice of any Coupon Switch will be given to Noteholders in accordance with Condition 12.

"**Automatic Coupon Switch Event**" means that the SPS ACS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Coupon Switch Level, (x) on a SPS ACS Valuation Date or (y) in respect of a SPS ACS Valuation Period, as specified in the applicable Final Terms;

"**Automatic Coupon Switch Level**" means the number, amount, level or percentage specified as such in the applicable Final Terms;

"**SPS ACS Value**" means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

"**SPS ACS Valuation Date**" means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

"**SPS ACS Valuation Period**" means each period specific as such in the applicable Final Terms.

(e) **Interest on Partly Paid Notes**

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

(f) **Interest Payments**

Interest will be paid subject to and in accordance with the provisions of Condition 4. Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless such Note is redeemed early. If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the due date for redemption of such Note. If the payment of principal or the payment, and/or delivery of the Entitlement (if applicable), is improperly withheld or refused, in which event interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest or as otherwise provided in the applicable Final Terms until whichever is the earlier of (i) the day on which all sums due and/or assets deliverable in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the holder thereof (either in accordance with Condition 12 or individually) of receipt of all sums due and/or assets deliverable in respect thereof up to that date.

Provided that in the case of Credit Linked Notes, these provisions shall be subject to the provisions contained in Annex 7 – “Additional Terms and Conditions for Credit Linked Notes”.

(g) **Deferral of Interest – Undated Subordinated Notes**

In the case of Undated Subordinated Notes, and when so specified in the applicable Final Terms, the Board of Directors of BNPP may decide, prior to any date for the payment of interest, to suspend payment of the interest accrued during any interest period if at the most recent Annual General Meeting of the shareholders of BNPP which preceded the corresponding date for the payment of interest no dividend was declared, paid or set apart for payment on or with respect to any class of share capital of BNPP provided that notice of such decision is given to the relevant Noteholders in accordance with Condition 12 as soon as reasonably practicable following the taking of such decision and in any event not later than seven days prior to any date for the payment of interest. In such a case, any interest so suspended shall constitute "**Arrears of Interest**" (which term shall include interest on such unpaid interest) the payment of which shall be deferred until the date for the payment of interest immediately following the date upon which any dividend has been declared, paid, or set aside for payment on or with respect to any class of share capital of BNPP at the most recent Annual General Meeting of the shareholders of BNPP. Arrears of Interest shall bear interest (which shall accrue on a daily basis) at the same rate of interest as the Notes to which they relate.

Arrears of Interest may at the option of BNPP be paid in whole or in part at any time upon the expiry of not less than seven days' notice to such effect given to the Noteholders in accordance with these Conditions, but all Arrears of Interest shall (subject to applicable laws and regulations) become due in full on whichever is the earliest of (i) the date for the payment of interest immediately following the date upon which a dividend is next declared, paid or set aside as aforesaid, or (ii) the date set for any redemption or purchase pursuant to Condition 5(b) or (c) (in the case of redemption) or 5(f) (in the case of purchase), provided all the Notes are so purchased, or (iii) the commencement of "*liquidation judiciaire*" or "*liquidation amiable*" procedures as contemplated by Condition 8(b).

If notice is given by BNPP of its intention to pay the whole or part of Arrears of Interest, BNPP shall be obliged (subject to applicable laws and regulations) to do so upon the expiry of such notice.

Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full.

(h) **AER Rate Determination**

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate the AER Rate will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the AER Reference Rate(s) which appears or appear, as the case may be, on the AER Screen Page as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the AER Reference Rate Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AER Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AER Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AER Screen Page is not available or if, in the case of subparagraph (i), no offered quotation appears or, in the case of subparagraph (ii), fewer than three offered quotations appear, in each case as at the AER Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the AER Reference Rate at approximately the AER Specified Time on the AER Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AER Rate shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the AER Margin (if any), all as determined by the Calculation Agent.

If on any AER Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AER Rate shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate by leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would

have been used for the AER Reference Rate, at which, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any).

If the applicable Final Terms specifies a Minimum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is less than such Minimum AER Reference Rate, the AER Rate shall be such Minimum AER Reference Rate.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

#### 4. Payments, Physical Delivery and Exchange of Talons

For the purposes of this Condition 4, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions shall, where the context so admits, be deemed also to refer to delivery of any Entitlement(s).

(a) *Method of Payment*

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg, the CMU and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the principal amount of the Notes held by a holder is less than U.S.\$250,000 (or integral multiples of U.S.\$1,000 in excess thereof) (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (i) (in the case of payment in a Specified Currency other than euro or CNY) a bank in the principal financial centre of the country of such Specified Currency; (ii) (in the case of a payment in euro) any bank which processes payments in euro; and (iii) (in the case of a payment in CNY in the CNY Settlement Centre(s).

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg, the CMU and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where

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

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

Neither the Issuer nor any of the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal and interest (if any) in respect of the definitive Bearer Notes will (subject as provided below) be made against presentation or surrender of such Bearer Notes or Coupons, as the case may be, at any specified office of any Paying Agent. Payments of principal in respect of instalments (if any), other than the last instalment, will (subject as provided below) be made against surrender of the relevant Receipt. Payment of the last instalment will be made against surrender of the relevant Bearer Note. Each Receipt must be presented for payment of such instalment together with the relevant definitive Bearer Note against which the amount will be payable in respect of that instalment. If any definitive Bearer Notes are redeemed or become repayable prior to the Maturity Date in respect thereof, principal will be payable on surrender of each such Note together with all unmatured Receipts appertaining thereto. Unmatured Receipts and Receipts presented without the definitive Bearer Notes to which they appertain do not constitute obligations of the Issuer. All payments of interest and principal with respect to Bearer Notes will be made only against presentation and surrender of the relevant Bearer Notes, Coupons or Receipts outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)) except as otherwise provided in the succeeding paragraph indicated by an asterisk. No payments with respect to the Bearer Notes will be made by mail to an address in the United States or by transfer to an account maintained by the holder in the United States.

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

The applicable Final Terms may also contain provisions for variation of settlement where, for reasons beyond the control of the Issuer or any Noteholder (including, without limitation, unlawfulness, illegality, impossibility, *force majeure*, non-transferability or the like, each a "**Payment Disruption Event**"), the Issuer is not able to make, or any Noteholder is not able to receive, as the case may be, payment on the due date and in the Specified Currency of any amount of principal or interest due under the Notes.

If the applicable Final Terms specify "CNY Payment Disruption Event" to be applicable, in the event that the Calculation Agent determines, in its sole and absolute discretion, that a CNY Payment Disruption Event has occurred or is likely to occur and that such CNY Payment Disruption Event is material in relation to the Issuer's payment obligations under the Notes in respect of any forthcoming Interest Payment Date, Maturity Date or other date on which any amount in respect of the Notes shall be due and payable (each such date, an "**Affected Payment Date**"), then the Calculation Agent shall notify Noteholders as soon as practicable of the occurrence of such CNY Payment Disruption Event in accordance with Condition 12.

If the applicable Final Terms specify that "CNY Payment Disruption Event" is applicable to the Notes, upon the occurrence of a CNY Payment Disruption Event:

(i) *Postponement*

If the applicable Final Terms specify "Postponement" to be applicable in respect of the Notes, then the Affected Payment Date shall be postponed until the earlier of (A) the second Business Day following the day on which such CNY Payment Disruption Event ceases to exist, and (B) the date falling 14 calendar days following the original date on which the Affected Payment Date was scheduled to fall (the "**CNY Payment Disruption Cut-off Date**") and notice thereof shall be given to the relevant Noteholders in accordance with Condition 12. For the avoidance of doubt, no amount of interest shall be payable in respect of any delay in payment of any amount(s) due to the adjustment of any Affected Payment Date.

In the event that, pursuant to the preceding paragraph, the Affected Payment Date is adjusted to fall on the CNY Payment Disruption Cut-off Date and the Calculation Agent determines that a CNY Payment Disruption Event still exists on such day, then the Issuer shall make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the CNY Payment Disruption Cut-off Date and notice thereof shall be given to the relevant Noteholders in accordance with Condition 12. Any such payment made by the Issuer on the CNY Payment Disruption Cut-off Date shall be in full and final settlement of its obligations to pay such amount in respect of the Notes.

(ii) *Payment of Equivalent Amount*

If the applicable Final Terms specify "Payment of Equivalent Amount" to be applicable in respect of the Notes, the Issuer shall, upon giving notice prior to the relevant Affected Payment Date to the Noteholders in accordance with Condition 12, make payment of the Equivalent Amount of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the relevant Affected Payment Date. Any such payment made by the Issuer on an Affected Payment Date shall be in full and final settlement of its obligations to pay such amount in respect of the Notes.

For these purposes:

"**CNY**" means Chinese Yuan or Renminbi, the lawful currency of the People's Republic of China (including any lawful successor currency to the CNY).

"**CNY Governmental Authority**" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the People's Republic of China, Hong Kong and any other CNY Settlement Centre(s).

"**CNY Payment Disruption Event**" means the occurrence of any of the following events:

- (A) an event which makes it impossible (where it had previously been possible) or impractical for the Issuer to convert any amounts due and payable in CNY under the Notes into or from the Equivalent Amount Settlement Currency in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Inconvertibility Event**"). For the avoidance of doubt, the inability of the Issuer to convert CNY solely due to issues relating to its creditworthiness shall not constitute a CNY Inconvertibility Event;
- (B) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to deliver (i) CNY between accounts inside the relevant CNY Settlement Centre(s), or (ii) from an account inside the relevant CNY Settlement Centre(s) to an account outside the relevant CNY Settlement Centre(s) (including, if applicable, to another CNY Settlement Centre) and outside Mainland China, or (iii) from an account outside the relevant CNY Settlement Centre(s) (including, if applicable, from an account inside another CNY Settlement Centre) and outside Mainland China to an account inside the relevant CNY Settlement Centre(s), except where such impossibility or impracticality is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any CNY Governmental Authority (unless such law, rule or regulation is enacted after the relevant Trade Date, and it is impossible or impractical for the Issuer, due to events beyond its control, to comply with such law, rule or regulation) (a "**CNY Non-Transferability Event**"). For the purposes of determining whether a CNY Non- Transferability Event has occurred only, a segregated CNY fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong; and
- (C) an event that makes it impossible (where it had previously been possible) or impractical for the Issuer to obtain a firm quote of an offer price in respect of any amounts due and payable in CNY under the Notes (either in one transaction or a commercially reasonable number of transactions that, when



taken together, is no less than such amount) in the general CNY foreign exchange market in the relevant CNY Settlement Centre(s) in order to perform its obligations under the Notes (a "**CNY Illiquidity Event**"). For the avoidance of doubt, the inability of the Issuer to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute a CNY Illiquidity Event.

**"CNY Settlement Centre"** means the financial centre(s) specified as such in the applicable Final Terms in accordance with applicable laws and regulations. If no CNY Settlement Centre is specified in the relevant Final Terms, the CNY Settlement Centre shall be deemed to be Hong Kong.

**"Equivalent Amount"** means, following the occurrence of a CNY Payment Disruption Event and in respect of the relevant Interest Amount, Final Redemption Amount or such other amount payable (if applicable) on the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be (for these purposes, the "**Relevant CNY Amount**"), an amount in the Equivalent Amount Settlement Currency determined by the Calculation Agent (in its sole and absolute discretion), by converting the Relevant CNY Amount into the Equivalent Amount Settlement Currency using the Equivalent Amount Settlement Price for the relevant Affected Payment Date or the relevant CNY Payment Disruption Cut-off Date, as the case may be.

**"Equivalent Amount Settlement Currency"** means the currency specified as such in the applicable Final Terms.

**"Equivalent Amount Settlement Price"** means, unless otherwise specified in the applicable Final Terms, in respect of any relevant day, the spot rate of exchange between CNY and the Equivalent Amount Settlement Currency on such day, appearing on the Equivalent Amount Settlement Price Source at the Equivalent Amount Settlement Valuation Time on such day (expressed as a number of units (or part units) of CNY for which one unit of the Equivalent Amount Settlement Currency can be exchanged), or if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer CNY/Equivalent Amount Settlement Currency exchange rates provided by two or more leading dealers on a foreign exchange market (as selected by the Calculation Agent) at the Equivalent Amount Settlement Valuation Time on such day. If less than two leading dealers provide the Calculation Agent with bid and offer CNY/Equivalent Amount Settlement Currency exchange rates on such day, the Calculation Agent shall determine the Equivalent Amount Settlement Price in its discretion.

**"Equivalent Amount Settlement Price Source"** means the price source specified in the applicable Final Terms.

**"Equivalent Amount Settlement Valuation Time"** means the time at which the Equivalent Amount Settlement Price Source publishes the Equivalent Amount Settlement Price.

**"impossible"** or **"impossibility"** in relation to a CNY Payment Disruption Event, shall include (but shall not be limited to) any act which, if done or performed by the Issuer (or any affiliate of the Issuer) would be or result in the breach of any applicable law, rule, or regulation.

**"impractical"** or **"impracticality"** means, in relation to a CNY Payment Disruption Event and in respect of any action to be taken by the Issuer, that the Issuer (or any of its Affiliates) would incur a materially increased amount of taxes, duties, expenses or fees (as compared with circumstances existing on the Trade Date) to perform such action.

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will be made in the manner specified above and otherwise in the manner

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

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

Notwithstanding the foregoing, payments in respect of Notes denominated and payable in CNY will be made solely by transfer to a CNY bank account maintained in the CNY Settlement Centre(s) in accordance with prevailing rules and regulations.

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

Fixed Rate Bearer Notes in definitive form should be presented for payment with all unmatured Coupons appertaining thereto (which expression shall include Coupons to be issued on exchange of Talons which will have matured on or before the relevant redemption date), failing which the full amount of any missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of such missing unmatured Coupon which the sum so paid bears to the total amount due) will be deducted from the sum due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon within a period of 10 years from the Relevant Date (as defined in Condition 6) for the payment of such sum due for payment, whether or not such Coupon has become void pursuant to Condition 9 or, if later, five years from the due date for payment of such Coupon. Upon any Fixed Rate Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Index Linked Note, Share Linked Note, Inflation Linked Note, Commodity Linked Note, Fund Linked Note, Credit Linked Note, ETI Linked Note, Foreign Exchange (FX) Rate Linked Note, Underlying Interest Rate Linked Note or Hybrid Note in definitive bearer form all unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them. Where any Floating Rate Note, Index Linked Note, Share Linked Note, Inflation Linked Note, Commodity Linked Note, Fund Linked Note, Credit Linked Note, ETI Linked Note, Foreign Exchange (FX) Rate Linked Note, Underlying Interest Rate Linked Note or Hybrid Note is presented for redemption without all unmatured Coupons appertaining

thereto, payment of all amounts due in relation to such Note shall be made only against the provision of such indemnity of the Issuer.

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

For these purposes, "**Payment Day**" means any day which (subject to Condition 9) is: a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:

- (A) the relevant place of presentation;
- (B) each Financial Centre specified in the applicable Final Terms;
- (C) in relation to any sum payable in euro, a day on which the TARGET2 System is open. If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such Note from (and including) the last preceding due date for the payment of interest (or from the Interest Commencement Date) will be paid against surrender of such Note; and
- (D) in relation to any sum payable in CNY, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the CNY Settlement Centre(s).

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to, and including, the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

If the determination of any amount (whether in respect of principal, interest or otherwise) due in respect of the Notes on an Interest Payment Date, Instalment Date, early redemption date or the Maturity Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions or in the applicable Final Terms to a date (such date the "**Delayed Date**") falling after the day that is two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions or in the applicable Final Terms, such Interest Payment Date, Instalment Date, early redemption date or the Maturity Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest or other amount shall be payable on the Notes in respect of such delay.

The names of the initial Principal Paying Agent and the other initial Paying Agents and their initial specified offices are set out in the applicable Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that:

- (i) so long as any Notes are listed on any stock exchange, there will at all times be a Paying Agent, which may be the Principal Paying Agent (in the case of Bearer Notes) and a Transfer Agent, which may be the Registrar (in the case

of Registered Notes) with a specified office in the place required by the rules and regulations of the relevant stock exchange; and

- (ii) there will at all times be a Principal Paying Agent and a Registrar; and
- (iii) there will at all times be a Paying Agent in a jurisdiction within continental Europe other than the jurisdiction of the Issuer;
- (iv) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; and
- (v) so long as any Notes are cleared through CMU, there will at all times be appointed a CMU lodging agent or paying agent with a specified office in such place as required by the CMU.

In addition, the Issuer shall immediately appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4(a) in the paragraph indicated by an asterisk. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice shall have been given to the Noteholders in accordance with Condition 12.

Payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to Condition 6, (ii) any withholding or deduction required pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 (the "**Code**"), and (iii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6) any law implementing an intergovernmental approach thereto.

(b) *Physical Delivery*

(A) Physical Delivery

(1) Asset Transfer Notices

In relation to Notes to be redeemed by delivery or (in the case of Credit Linked Notes) Delivery of the Entitlement(s), in order to obtain delivery or Delivery of the Entitlement in respect of any Note, the relevant Noteholder must:

- (X) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Principal Paying Agent and any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**") not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the Agency Agreement; and
- (Y) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent or (ii) if this Note is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Principal Paying Agent and the Delivery Agent (as defined above) not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the Agency Agreement.

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

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

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

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

The Asset Transfer Notice shall:

- (i) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;
- (ii) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (iii) in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at the relevant Clearing System to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System to debit the relevant Noteholder's account with such Notes on or before the Delivery Date or (in the case of Credit Linked Notes) the Settlement Date;
- (iv) include an undertaking to pay all Expenses and, in the case of Notes represented by a Global Note, an authority to the relevant Clearing System to debit a specified account of the Noteholder with the relevant Clearing System in respect thereof and to pay such Expenses;
- (v) include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, including pursuant to Credit Condition 7, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver and the Issuer electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Redemption Amount;
- (vi) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is

not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof;

- (vii) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

If Condition 4(b)(B) applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from the Registrar or any Paying Agent.

(2) Verification of the Noteholder

In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the Notes described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Principal Paying Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the delivery of the Entitlement of each Note. Upon receipt of such confirmation, the Principal Paying Agent will inform the Issuer and any Delivery Agent thereof. The relevant Clearing System will on or before the Delivery Date or Settlement Date, as the case may be, debit the securities account of the relevant Noteholder with the relevant Notes.

(3) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System or, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, or in each case in consultation with the Principal Paying Agent, and shall be conclusive and binding on the Issuer, the Principal Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Paying Agent and any Delivery Agent immediately after being delivered or sent as provided in paragraph (1) above, shall be null and void.

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

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

The Entitlement will be delivered at the risk of the relevant Noteholder, in the manner provided below on the date fixed for redemption (such date, subject to adjustment in accordance with this

Condition, the "**Delivery Date**") or in the case of Credit Linked Notes Delivered at the risk of the relevant Noteholder, in the manner provided below on the Settlement Date, provided that the Asset Transfer Notice is duly delivered as provided above on or prior to the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Principal Paying Agent and the Delivery Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the date fixed for redemption (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Linked Notes) the Settlement Date at the risk of such Noteholder in the manner provided below. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the date fixed for redemption or the originally designated Settlement Date, as applicable and no liability in respect thereof shall attach to the Issuer.

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

(4) General

If Aggregation is specified as applicable in the applicable Final Terms, Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes. The Entitlement or the aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent in its sole and absolute discretion shall be paid to the Noteholder.

Following the Delivery Date of a Share or ETI Interest all dividends on the relevant Shares or ETI Interest to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or ETI Interests executed on the Delivery Date and to be delivered in the same manner as such relevant Shares or ETI Interests. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in

the relevant Asset Transfer Notice as referred to in Condition 4(b)(A)(1).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Paying Agents, the Registrar, any Delivery Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations or Deliverable Obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations or Deliverable Obligations.

(5) Settlement Disruption

The provisions of this Condition 4(b)(A)(5) apply to Notes other than Credit Linked Notes.

If, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms or such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 12. Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 12. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 12 that a Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a



Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

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

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms; and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(6) Failure to Deliver due to Illiquidity

The provisions of this Condition 4(b)(A)(6) apply to the Notes other than Credit Linked Notes.

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

- (i) subject as provided elsewhere in the Terms and Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated date of redemption in accordance with this Condition 4(b); and
- (ii) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Failure to Deliver Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 12. Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 12. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 12 that the provisions of this Condition 4(b)(A)(6) apply.

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

(7) Additional Provisions for Credit Linked Notes

In the case of Credit Linked Notes, the provisions contained in Annex 7 – “Additional Terms and Conditions for Credit Linked Notes” shall apply.

(B) Variation of Settlement

- (i) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may at its sole and absolute discretion in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 12.
- (ii) If specified in the applicable Final Terms, the Issuer shall, in respect of each Note, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Noteholders, make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders.

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

Notwithstanding any provision of these Conditions to the contrary, the Issuer may, in its sole and absolute discretion in respect of such Notes, if the Calculation Agent determines (in its sole and absolute discretion) that the Relevant Asset or Relevant Assets, as the case may be, comprises shares or ETI Interests which are not freely tradable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent in its sole and absolute discretion) of such other shares or ETI Interests which the Calculation Agent determines, in its sole and absolute discretion, are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Settlement Date of an amount equal to the fair market value of the Entitlement on the Valuation Date as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with Condition 12 and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

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

Interest, as the case may be, not subject to any legal restrictions on transfer in such jurisdiction.

(D) Rights of Noteholders and Calculations

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

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

(E) Commodity Linked Notes

Commodity Linked Notes shall not be redeemed by physical delivery and the provisions of this Condition 4(b) shall not apply to Commodity Linked Notes.

## 5. Redemption and Purchase

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, each Note (other than a Credit Linked Note) will be redeemed by the Issuer at its relevant Final Redemption Amount on the Maturity Date specified in the applicable Final Terms or, if Physical Settlement is specified as applicable in the applicable Final Terms (each such Note a "**Physical Delivery Note**") by delivery of the Entitlement (as provided in Condition 4(b) above). This Note may not be redeemed other than in accordance with these Conditions.

The "Final Redemption Amount" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Final Payout, as specified in the applicable Final Terms,

Provided That if the product of the Final Payout is zero, no amount shall be payable on final redemption of the Note.

The "Entitlement" shall be a quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms.

(b) *Redemption for Taxation Reasons*

(i) If the Issuer would, as a result of any change in, or in the official interpretation or administration of, any laws or regulations of France or any other authority thereof or therein be required to pay additional amounts as provided in Condition 6, the Issuer may at its option at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) but subject, in the case of Subordinated Notes, to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France, on giving not more than 45 nor less than 30 days' notice to the Noteholders (in accordance with Condition 12) which notice shall be irrevocable, redeem all, but not some only, of the Notes at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date upon which the Issuer could make payment without withholding for such taxes.

(ii) If the Issuer would, on the next due date for payment of any amount in respect of the Notes, be prevented by French law from making such payment notwithstanding the undertaking to pay additional amounts as provided in Condition 6, then the Issuer shall forthwith give notice of such fact to the Principal Paying Agent and shall, subject in the case of Subordinated Notes,

to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France, at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, upon giving not less than 7 nor more than 45 days' prior notice to the Noteholders (in accordance with Condition 12), provided that the due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of interest payable in respect of the Notes or, if such date is already past, as soon as practicable thereafter.

(c) *Redemption at the Option of the Issuer (Issuer Call)*

If Issuer Call is specified in the applicable Final Terms, the Issuer may, subject in the case of Subordinated Notes, to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France, having given not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Noteholders in accordance with Condition 12 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding at the Optional Redemption Amount on any Optional Redemption Date specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

The "Optional Redemption Amount" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Call Payout, as specified in the applicable Final Terms,

Provided That if the product of the Call Payout is zero, no amount shall be payable on redemption of such Note.

Any partial redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 12 not less than 15 days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Notes represented by definitive Notes shall bear the same proportion to the aggregate nominal amount of all Redeemed Notes as the aggregate nominal amount of definitive Notes outstanding bears to the aggregate nominal amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned nominal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate nominal amount of Redeemed Notes represented by a Global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this paragraph (c) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 12 at least five days prior to the Selection Date.

In the case of Subordinated Notes, no redemption at the option of the Issuer will be permitted prior to five years from the date of issue thereof.

(d) *Redemption at the Option of the Noteholders (Noteholder Put)*

In the case of Subordinated Notes, no redemption of the Notes at the option of the Noteholder is permitted. If Noteholder Put is specified in the applicable Final Terms and provided that this Note is not a Subordinated Note, upon a Noteholder giving to the Issuer in accordance with Condition 12 not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note at the Optional Redemption Amount on the Optional Redemption Date specified in the applicable Final Terms, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

The "Optional Redemption Amount" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Put Payout, as specified in the applicable Final Terms,

Provided That if the product of the Put Payout is zero, no amount shall be payable on redemption of such Note.

If this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg or the CMU, to exercise the right to require redemption of this Note the relevant Noteholder must deliver at the specified office of the Registrar or, as the case may be, any Paying Agent at any time during normal business hours of such Registrar or Paying Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of the Registrar or any Paying Agent (a "**Put Notice**") and in which the Noteholder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition, accompanied by this Note or evidence satisfactory to the Registrar or the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control in accordance with the Agency Agreement. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg or the CMU, to exercise the right to require redemption of this Note the relevant Noteholder must, within the Notice Period, give notice to the Registrar or Paying Agent or the CMU Lodging Agent concerned of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg or the CMU (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or the CMU Lodging Agent or any common depository or common safekeeper, as the case may be, for them to the Registrar or Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg or the CMU from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Agent for notation accordingly.

Any Put Notice given by a Noteholder pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 8.

(e) *Early Redemption*

For the purposes of paragraph (b) above, Condition 8 and any circumstances where the Notes are to be redeemed prior to their Maturity Date at their Early Redemption Amount (as defined below), each Note will be redeemed at an amount (the "**Early Redemption Amount**") calculated as follows, together, if appropriate, with interest

accrued to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable:

- (i) in the case of a Note (other than a Zero Coupon Note or a Note whose Early Redemption Amount is linked to an index, a formula or other Underlying Reference) with a Final Redemption Amount equal to its nominal amount, at the Final Redemption Amount thereof; or
- (ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be lesser or greater than its nominal amount or which is payable in a Specified Currency other than that in which the Note is denominated or a Note whose interest, coupon, premium or other interim payment is linked to an index, a formula or other Underlying Reference, at the percentage of the Calculation Amount specified in the applicable Final Terms or, if "Market Value less Costs" is specified in the applicable Final Terms at the fair market value less associated costs; or
- (iii) in the case of a Zero Coupon Note the Early Redemption Amount of which is not linked to an index, a formula or other Underlying Reference at an amount (the "**Amortised Face Amount**") equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms; and
  - (B) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed in such incomplete month or such other calculation basis as may be specified in the applicable Final Terms.

(f) *Purchases*

The Issuer may, but is not obliged to, at any time purchase Notes (together with (in the case of definitive Bearer Notes of this Series) all unmatured Receipts or Coupons appertaining thereto) at any price in the open market or otherwise.

Unless indicated in the Final Terms, the Notes so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations for the purpose of enhancing the liquidity of the Notes, or cancelled.

In the case of Subordinated Notes, where (i) the aggregate nominal amount of Notes remaining outstanding after such purchase is less than 90 per cent. of the total nominal amount of such Notes originally issued or (ii) in the case of an *Offre Publique d'Achat* ("**Public Repurchase Offer**") or an *Offre Publique d'Echange* ("**Public Exchange Offer**"), such purchase can only be made with the prior written consent of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France.

(g) *Cancellation*

All Notes which are redeemed or purchased by the Issuer to be cancelled will forthwith be cancelled (together, in the case of definitive Bearer Notes, with all unmatured Coupons and Receipts presented therewith) and accordingly may not be re-issued or resold.

(h) *Instalments*

Each Note in definitive form which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms. All instalments (other than the final instalment) will be paid by surrender of, in the case of a definitive Bearer Note, the relevant Receipt (which must be presented

with the Note to which it appertains) and, in the case of a definitive Registered Note, the relevant Note and issue of a new Note in the nominal amount remaining outstanding, all as more fully described in Condition 4.

(i) *Late payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (b), (c) or (d) above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (1) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (2) the date on which the full amount of the moneys payable has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 12.

(j) *Partly Paid Notes*

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise in accordance with the provisions of this Condition 5 as amended or varied by the information specified in the applicable Final Terms.

(k) *Payout Switch*

If Payout Switch is specified as applicable in the applicable Final Terms (i) if Payout Switch Election is specified as applicable in the applicable Final Terms, the Issuer may in its sole and absolute discretion elect that or (ii) if Automatic Payout Switch is specified as applicable in the applicable Final Terms and an Automatic Payout Switch Event occurs, the Redemption/Payment Basis for the Notes will be amended (a "**Payout Switch**") from the Redemption/Payment Basis specified in the Final Terms to the Switched Payout specified in the applicable Final Terms on and after the Payout Switch Date specified in the applicable Final Terms. Notice of any Payout Switch will be given to Noteholders in accordance with Condition 12.

**"Automatic Payout Switch Event"** means that the SPS APS Value is (a) "greater than", (b) "equal to or greater than", (c) "less than" or (d) "less than or equal to", as specified in the applicable Final Terms, the Automatic Payout Switch Level, (x) on a SPS APS Valuation Date or (y) in respect of a SPS APS Valuation Period, as specified in the applicable Final Terms;

**"Automatic Payout Switch Level"** means the number, amount, level or percentage specified as such in the applicable Final Terms;

**"SPS APS Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS APS Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS APS Valuation Period"** means each period specific as such in the applicable Final Terms.

## 6. Taxation

- (a) *All payments of principal, interest and other revenues by or on behalf of BNPP in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of France or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having*

*power to tax to which BNPP becomes subject in respect of payments made by it of principal and interest on the Notes unless such withholding or deduction is required by law.*

- (b) **Additional Amounts:** In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon, as the case may be:
- (i) **Other Connection:** presented for payment by or on behalf of, a Noteholder or, if applicable, a Receiptholder or Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the a Tax Jurisdiction other than the mere holding of the Note, Receipt or Coupon; or
  - (ii) **Presentation more than 30 days after the Relevant Date:** presented more than 30 days after the Relevant Date except to the extent that the Noteholder or, if applicable, a Receiptholder or Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day assuming that day to have been a Payment Day (as defined in Condition 4(a)); or
  - (iii) **Payment to individuals under French law:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
  - (iv) **Payment by another paying agent:** presented for payment by or on behalf of a holder of any Note, Receipt or Coupon, as the case may be, who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the EU.

As used in these Conditions, "**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Credit Event Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

- (c) **Certification of Non-Residency in France:** Each Noteholder shall be responsible for supplying certification of non-French residency (a form of which shall be available at the specified offices of any of the Paying Agents or in such other form as may be required by the French tax authorities from time to time) in accordance with the relevant French tax provisions.



- (d) **Supply of Information:** Each Noteholder shall be responsible for supplying, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to such Directive.

In these Terms and Conditions, Tax Jurisdiction means France or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which BNPP becomes subject in respect of payments made by it of principal and interest on the Notes.

Redenomination

## 7. (a) Redenomination

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Principal Paying Agent, Euroclear and Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders in accordance with Condition 12, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (i) the Notes and the Receipts shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note and Receipt equal to the principal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Noteholder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Principal Paying Agent may approve) euro 0.01 and such other denominations as the Principal Paying Agent shall determine and notify to the Noteholders;
- (iv) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such

manner as the Principal Paying Agent may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;

- (v) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (vi) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on a Fixed Interest Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;
- (vii) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (viii) such other changes shall be made to these Conditions as the Issuer may decide, after consultation with the Principal Paying Agent, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.

(b) *Definitions*

In these Conditions, the following expressions have the following meanings:

**"Established Rate"** means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Union regulations) into euro established by the Council of the European Union pursuant to Article 140 of the Treaty;

**"euro"** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

**"Redenomination Date"** means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph 7 above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union; and

**"Treaty"** means the Treaty on the Functioning of the European Union, as amended.

## 8. **Events of Default and Enforcement**

(a) *Events of Default*

In the case of Senior Notes a Noteholder may give written notice to the Issuer and the Principal Paying Agent that the Note is, and it shall accordingly forthwith become, immediately due and repayable at its Early Redemption Amount, together, if appropriate, with interest accrued to the date of repayment, in any of the following events ("**Events of Default**"):

- (i) the Issuer fails to pay any amount payable in respect of the Senior Notes or any of them when due and payable and such default is not remedied within 30 days after the relevant due date; or

- (ii) the Issuer fails to perform or observe any of its other obligations under the Notes and such default is not remedied within 45 days after notice of such default has been given to the Principal Paying Agent by any Noteholder; or
  - (iii) BNPP applies for the appointment of an ad hoc representative (*mandataire ad hoc*) under French bankruptcy law, or enters into an amicable procedure (*procédure de conciliation*) with creditors or ceases its payments, or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of BNPP or for a transfer of the whole of its business (*cession totale de l'entreprise*), or the Issuer is subject to similar proceedings, or, in the absence of legal proceedings, the Issuer makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer for its winding-up or dissolution, except in connection with a merger or other reorganisation in which all of the Issuer's assets are transferred to, and all of the Issuer's debts and liabilities (including the Notes) are assumed by, another entity which continues the Issuer's activities.
- (b) *Enforcement (Subordinated Notes – General)*

In the case of Subordinated Notes, the Noteholder may, upon written notice to the Principal Paying Agent given before all defaults have been cured, cause such Subordinated Note to become due and payable, together with accrued interest (and Arrears of Interest, if applicable) thereon, if any, as of the date on which said notice is received by the Principal Paying Agent, in the event that an order is made or an effective resolution is passed for the liquidation (*liquidation judiciaire* or *liquidation amiable*) of the Issuer.

## **9. Prescription**

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiry of 10 years from the due date thereof and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, from the due date thereof. There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 9 or Condition 4 above.

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

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

## **11. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to issue further notes, such further notes forming a single series with the Notes so that such further notes and the Notes carry rights identical in all respects (or in all respects save for their Issue Date, Interest Commencement Date, Issue Price and/or the amount and date of the first payment of interest thereon). For the purposes of French law, such further notes shall be assimilated (*assimilables*) to the Notes as regards their financial service provided that the terms of such further notes provide for such assimilation.

## **12. Notices**

- (a) All notices to the holders of Registered Notes will be valid if mailed to their registered addresses.

- (b) All notices regarding Notes, both Bearer and Registered, will be valid if published once (i) in a leading English language daily newspaper with general circulation in Europe (which is expected to be the Financial Times) or in the CNY Settlement Centre(s) (in the case of Notes denominated in CNY), and (ii) so long as the Notes of this Series are listed and admitted to trading on (A) Euronext Paris in a leading daily newspaper of general circulation in France (which is expected to be La Tribune or Les Échos) or (B) the Official List of the Luxembourg Stock Exchange and so long as the rules of that exchange so require, in a daily newspaper with general circulation in Luxembourg (which is expected to be the Luxemburger Wort or the Tageblatt) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). or (iii) in accordance with Articles 221-3 and 221-4 of the Règlement Général of the Autorité des marchés financiers and so long as such Notes are listed and admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are listed and admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first such publication. Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders of this Series in accordance with this Condition.
- (c) Until such time as any definitive Notes are issued, there may, so long as all the Global Note(s) for this Series (whether listed or not) is or are held in its or their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted, in relation only to such Series, for such publication as aforesaid in Condition 12(b), the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the Noteholders except that if the Notes are listed on a stock exchange and the rules of that stock exchange so require, the relevant notice will in any event be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Any such notice shall be deemed to have been given to the Noteholders on the second day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.
- (d) Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent. Whilst any Notes are represented by a Global Note, such notice may be given by a Noteholder to the Principal Paying Agent via Euroclear and/or Clearstream, Luxembourg as the case may be, in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.
- (e) All notices given to Noteholders (irrespective of how given) shall also be delivered in writing to Euroclear and Clearstream, Luxembourg and, in the case of listed Notes, to the relevant stock exchange.
- (f) Until such time as any definitive Notes are issued, for so long as the Notes are represented by a Global Note and such Global Note is held on behalf of CMU, notices to the Noteholders may be given by delivery of relevant notice to the CMU Lodging Agent for communication to the CMU participants or to the persons shown in a CMU Instrument Position Report issued by the CMU on the Business Day preceding the date of dispatch of such notice as holding interests in the Global Note. Any such notice shall be deemed to have been given to the Noteholders on the second Business Day after such notice has been sent.

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

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than 5 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the

Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any such adjourned meeting not less than one-third, in nominal amount of the Notes for the time being outstanding. In addition, in the case of an issue of Subordinated Notes, any proposed modification of any provision of the Notes (including a modification of the provisions as to subordination referred to in Condition 2(b) requiring a quorum of not less than two-thirds in nominal amount of the Notes for the time being outstanding can only be effected subject to the prior approval of the *Secrétariat général de l'Autorité de Contrôle Prudentiel* in France. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders. Extraordinary Resolutions may also be passed in writing if signed by holders of not less than 90 per cent in nominal amount of the Notes.

The Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is not materially prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or to cure, correct or supplement any defective provision or is made to cure, correct or supplement a manifest or proven error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 12 as soon as practicable thereafter.

#### **14. Agents and Registrar**

In acting under the Agency Agreement, the Agents will act solely as agents of each of the Issuer do not assume any obligations or relationship of agency or trust to or with the Noteholders, Receiptholders or Couponholders, except that (without affecting the obligations of the Issuer to the Noteholders, Receiptholders and Couponholders, to repay Notes and pay interest thereon) funds received by the Principal Paying Agent for the payment of the principal of or interest on the Notes shall be held by it in trust for the Noteholders and/or Receiptholders or Couponholders until the expiration of the relevant period of prescription under Condition 9. The Issuer will agree to perform and observe the obligations imposed upon it under the Agency Agreement. The Agency Agreement contains provisions for the indemnification of the Paying Agents and for relief from responsibility in certain circumstances, and entitles any of them to enter into business transactions with the Issuer and any of its subsidiaries without being liable to account to the Noteholders, Receiptholders or the Couponholders for any resulting profit.

#### **15. Contracts (Rights of Third Parties) Act 1999**

The Notes shall not confer any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **16. Governing Law and submission to jurisdiction**

- (a) *Governing law*

The Agency Agreement, the Deed of Covenant, the Notes (except for Condition 2(b)), to the extent applicable, which is governed by, and shall be construed in accordance

with French law), the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Deed of Covenant, the Notes (except as aforesaid), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

(b) *Submission to jurisdiction*

The courts of England shall have jurisdiction to settle all disputes which may, directly or indirectly, arise out of or in connection with the Notes, the Receipts and/or the Coupons (including any disputes relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts and/or the Coupons) (a "**Dispute**") and the Issuer submits and each Noteholder (by its acquisition of a Note) is deemed to submit to the jurisdiction of the English courts. For the purposes of this Condition, the Issuer waives and each Noteholder (by its acquisition of a Note) is deemed to waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) *Appointment of Process Agent*

The Issuer appoints BNP Paribas, London branch, currently of 10 Harewood Avenue, London NW1 6AA (Attention: the Loan Administration Department) as its agent for service of process, and undertakes that, in the event of BNP Paribas, London branch ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect of any Proceedings and shall immediately notify the Noteholders in accordance with General Condition 12. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

(d) *Other documents*

The Issuer has in the Agency Agreement and the Deed of Covenant submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

## TERMS AND CONDITIONS OF THE FRENCH LAW NOTES

The following are the terms and conditions of the French Law Notes (the "**Notes**") to be issued by BNP Paribas (the "**Issuer**") which will include the additional terms and conditions for payouts for Notes contained in Annex 1, the additional terms and conditions contained in Annex 2 in the case of Index Linked Notes, the additional terms and conditions contained in Annex 3 in the case of Share Linked Notes, the additional terms and conditions contained in Annex 4 in the case of Inflation Linked Notes, the additional terms and conditions contained in Annex 5 in the case of Commodity Linked Notes, the additional terms and conditions contained in Annex 6 in the case of Fund Linked Notes, the additional terms and conditions contained in Annex 7 in the case of Credit Linked Notes, the additional terms and conditions contained in Annex 8 in the case of ETI Linked Notes, the additional terms and conditions in Annex 9 in the case of Foreign Exchange (FX) Linked Notes and the additional terms and conditions contained in Annex 10 in the case of Underlying Interest Rate Linked Notes which are subject to completion in accordance with the provisions of the applicable Final Terms for the purpose of a specific issue of Notes.

The Notes are issued with the benefit of a French law agency agreement (the "**French Law Agency Agreement**", which expression includes the same as it may be updated or supplemented from time to time) dated 3 June 2013 and made between the Issuer, BNP Paribas Securities Services as principal paying agent, and, if specified in the applicable Final Terms, calculation agent (the "**Principal Paying Agent**" which expression shall include any successor as principal paying agent), BNP Paribas Arbitrage S.N.C. if specified in the Final Terms as calculation agent (together with BNP Paribas Securities Services each a "**Calculation Agent**" which expression shall include any other calculation agent specified in the applicable Final Terms) and the other paying agents named therein (together with the Principal Paying Agent, the "**Paying Agents**" which expression shall include any additional or successor paying agents).

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the "**Conditions**") and, in the case of a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt Note**"), may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Series**" means each original issue of Notes together with any further issues expressed to form a single series with the original issue which are denominated in the same Specified Currency and which have the same Maturity Date, Interest Basis and Interest Payment Dates (if any) and the terms of which (save for the Issue Date or Interest Commencement Date and the Issue Price) are otherwise identical (including whether or not the Notes are listed) and the expressions "**Notes of the relevant Series**" and "**Noteholders of the relevant Series**" and related expressions shall be construed accordingly.

Copies of the French Law Agency Agreement and the relevant Final Terms are available from the principal office of the Principal Paying Agent and the Paying Agents set out at the end of these Terms and Conditions.

Any reference herein to Euroclear France, Euroclear Bank S.A./N.V. ("**Euroclear**") and/or the depositary bank for Clearstream Banking société anonyme ("**Clearstream, Luxembourg**") shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Paying Agent.

### 1. Form, Denomination and Title

The Note is a Senior Note or a Subordinated Note as indicated in the applicable Final Terms. This Note is, to the extent specified in the applicable Final Terms, a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a Note with interest linked to one or more underlying reference asset or basis (an "**Underlying Reference(s)**") specified in the

applicable Final Terms such as an Index Linked Interest Note, a Share Linked Interest Note, an Inflation Linked Interest Note, a Commodity Linked Interest Note, a Fund Linked Interest Note, an ETI Linked Interest Note, a Foreign Exchange (FX) Rate Interest Linked Note or a Hybrid Interest Note, or any combination thereof or, subject to all applicable laws and regulations, any other type of Note depending on the Interest Basis specified in the applicable Final Terms. This Note may be an Index Linked Redemption Note, a Share Linked Redemption Note, an Inflation Linked Redemption Note, a Commodity Linked Redemption Note, a Fund Linked Redemption Note, a Credit Linked Note, an ETI Linked Redemption Note, a Foreign Exchange (FX) Rate Linked Redemption Note, a Hybrid Redemption Note, an Instalment Note, a Partly Paid Note or any combination thereof or, subject to all applicable laws and regulations, any one type of Note depending on the Redemption/Payment Basis specified in the applicable Final Terms.

(a) *Form of Notes:*

The Notes are issued, as specified in the relevant Final Terms, in (x) bearer dematerialised form (au porteur) only, in which case they are inscribed in the books of Euroclear France (acting as central depository) which shall credit the accounts of Euroclear France Account Holders (as defined below), (y) in registered dematerialised form (au nominatif) only and, in such case, at the option of the relevant Noteholder, in administered registered dematerialised form (au nominatif administré) in which case they will be inscribed in the accounts of the Euroclear France Account Holders designated by the relevant Noteholders or (z) in fully registered dematerialised form (au nominatif pur) inscribed in an account in the books of Euroclear France maintained by the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

For the purpose of these Conditions, “**Euroclear France Account Holder**” means any authorised intermediary institution entitled to hold directly or indirectly accounts on behalf of its customers with Euroclear France, and includes Euroclear and Clearstream, Luxembourg.

The Notes shall constitute *obligations* within the meaning of Article L. 213-5 of the French Code monétaire et financier.

(b) **Denomination(s):** Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the “**Specified Denomination(s)**”). The Notes shall be issued in one Specified Denomination only.

(c) **Title:**

(i) Title to the Notes will be evidenced in accordance with Articles L.211-3 et seq. 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 the Notes. Title to Notes issued in bearer form (au porteur) and in administered registered form (au nominatif administré) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Euroclear France Account Holders. Title to Notes issued in fully registered form (au nominatif pur) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below) shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

(iii) In these Conditions, holder of Notes or holder of any Note or Noteholder means the person whose name appears in the account of the relevant Euroclear France Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes.



(d) **Conversion and exchanges of notes**

- (i) Notes issued in bearer dematerialised form (au porteur) may not be converted into Notes in registered dematerialised form, whether in fully registered form (au nominatif pur) or in administered registered form (au nominatif administré).
- (ii) Notes initially issued in registered form (au nominatif) only may not be converted into Notes in bearer dematerialised form (au porteur).
- (iii) Notes issued in fully registered dematerialised form (au nominatif pur) may, at the option of the Noteholder, be converted into Notes in administered registered dematerialised form (au nominatif administré), and vice versa. The exercise of any such option by such Noteholder 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 Noteholder.

**2. Status of the Notes**

(a) Status (Senior Notes)

If the Notes are "**Senior Notes**", the Notes and any interest relating thereto are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank pari passu among themselves and at least pari passu with all other direct, unconditional, unsecured and unsubordinated indebtedness of the Issuer (save for statutorily preferred exceptions).

(b) Status (Subordinated Notes)

"**Subordinated Notes**" comprise Dated Subordinated Notes and Undated Subordinated Notes.

(A) Dated Subordinated Notes

If the Notes are "**Dated Subordinated Notes**", the Notes are direct, unconditional, unsecured and subordinated obligations of the Issuer and rank pari passu among themselves and pari passu with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of the Issuer and have a fixed maturity date. Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights of the Noteholders to payment in respect of principal and (if so specified in the applicable Final Terms) interest under the Dated Subordinated Notes will be subordinated to the full payment of the unsubordinated creditors (including depositors) of the Issuer and, subject to such payment in full, such Noteholders will be paid in respect of principal and (if so specified in the applicable Final Terms) interest in priority to prêts participatifs granted to the Issuer and titres participatifs issued by the Issuer. Interest on Dated Subordinated Notes will not be subordinated (unless otherwise specified in the applicable Final Terms).

(B) Undated Subordinated Notes

If the Notes are "**Undated Subordinated Notes**", the Notes are direct, unconditional, unsecured and subordinated obligations of the Issuer and rank pari passu among themselves and pari passu with all other present and future direct, unconditional, unsecured and ordinary subordinated indebtedness of the Issuer and have no fixed maturity date. Payment of interest in respect of Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 3(f).

Subject to applicable law, in the event of the voluntary liquidation of the Issuer, bankruptcy proceedings, or any other similar proceedings affecting the Issuer, the rights of Noteholders in respect of principal and interest to payment under the Undated Subordinated Notes will be subordinated to the full payment of the unsubordinated creditors (including depositors) of the Issuer and, subject to such payment in full, such Noteholders will be paid in priority to prêts participatifs granted to the Issuer and titres participatifs issued by the Issuer.

The proceeds of issues of Undated Subordinated Notes may be used for off-setting losses of the Issuer and, thereafter, to allow it to continue its activities in accordance with French banking regulations. The loss will be charged first against accumulated profits, then against reserves and capital, and finally, if needed, against the subordinated loans and unpaid interest thereon (including interest on the Notes) which include a clause providing for the absorption of the losses, in order to allow the Issuer to fulfil the regulatory requirements applicable to banks prevailing in France, especially those relating to solvency ratios, and in order to allow the Issuer to continue its activities. The proceeds of such issues will be classed amongst the funds of the Issuer in accordance with Article 4(c) of Règlement No. 90-02 as amended of the Comité de la réglementation bancaire et financière. This provision does not in any way affect any French law applicable to accounting principles relating to allocation of losses nor the duties of the shareholders and does not in any way affect the rights of the Noteholders to receive payments of principal and interest under Undated Subordinated Notes in accordance with these Terms and Conditions.

### 3. Interest and AER Rate

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

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will accrue in respect of each Interest Period (which expressions shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date) to (but excluding) the next (or first) Interest Period End Date (each such latter date the “**Interest Period End Final Date**” for the relevant Interest Period)). Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. If an Interest Payment date falls after the Interest Period End Final Date in respect of the relevant Interest Period, no additional interest or other amount shall be payable as a result of such interest being payable on such later date. If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (i) the Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (ii) the Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be shall be brought forward to the immediately preceding Business Day; or
- (iii) the Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

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

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

Interest shall be calculated by applying the Rate of Interest to the aggregate outstanding nominal amount of the Fixed Rate Notes (or, if they are Partly Paid Notes, the aggregate amount paid up) and multiplying such sum by the applicable Day Count Fraction, and

rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

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

(b) ***Interest on Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References***

(i) Interest Period End Dates and Interest Payment Dates

Each Floating Rate Note, each Index Linked Interest Note, Share Linked Interest Note, Inflation Linked Interest Note, Commodity Linked Interest Note, Fund Linked Interest Note, ETI Linked Interest Note, Foreign Exchange (FX) Rate Linked Interest Note, Underlying Interest Rate Linked Notes, Hybrid Linked Interest Note and Notes with interest linked to other Underlying References bears interest on its nominal amount (or, if it is a Partly Paid Note, in accordance with Condition 3(d)) or pays interest in respect of each Interest Period (which expression shall in these Terms and Conditions mean the period from (and including) an Interest Period End Date (or if none the Interest Commencement Date to (but excluding) the next (or first) Interest Period End Date (each such latter date the “**Interest Period End Final Date**” for the relevant Interest Period)). For the purposes of this Condition 3(b) “**Interest Period End Date**” shall mean either:

- (1) the specified Interest Period End Date(s) in each year specified in the applicable Final Terms; or
- (2) if no Interest Period End Date(s) is/are specified in the applicable Final Terms, each date which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Period End Date or, in the case of the first Interest Period End Date, after the Interest Commencement Date.

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

If a Business Day Convention is specified in the applicable Final Terms as applying to an Interest Period End Date or an Interest Payment Date and (x) if there is no numerically corresponding day on the calendar month in which an Interest Period End Date or Interest Payment Date, as the case may be, should occur or (y) if any Interest Period End Date or Interest Payment Date, as the case may be, would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) In any case where Specified Periods are specified in accordance with Condition 3(b)(i)(2) above, the Floating Rate Convention, such Interest Period End Date or Interest Payment Date, as the case may be, (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Period End Date or Interest Payment Date, as

the case may be, shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Period End Date or Interest Payment Date, as the case may be, occurred; or

- (B) The Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day; or
- (C) The Modified Following Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day; or
- (D) The Preceding Business Day Convention, such Interest Period End Date or Interest Payment Date, as the case may be, shall be brought forward to the immediately preceding Business Day.

In these Conditions, "**Business Day**" means a day which is both:

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

(ii) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes, Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References will be determined in the manner specified in the applicable Final Terms.

(iii) ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest or the Rate, as applicable, for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (iii), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

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

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

For the purposes of this sub-paragraph (iii), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

(iv) FBF Determination

Where so specified in the applicable Final Terms, interest will be payable on such dates, at such a rate (the "**FBF Rate**") and in such amounts, plus or minus (as indicated in the applicable Final Terms) the Margin (if any), as would have been payable (regardless of any event of default or termination event thereunder) by the Issuer if it had entered into an interest rate swap transaction governed by an agreement in the form of the Master Agreement relating to transactions on forward financial instruments (an "**FBF Agreement**"), as in effect on the date of issue of the Notes, published by the Fédération Bancaire Française and evidenced by a Confirmation (as defined in the FBF Agreement) with the holder of the relevant Note under which:

- (A) the Issuer was the Floating Amount Payer;
- (B) the Principal Paying Agent (as defined herein) was the Agent (as defined in the FBF Agreement) or as otherwise specified in the applicable Final Terms;
- (C) the Interest Commencement Date was the Transaction Date;
- (D) the lowest Specified Denomination was the Notional Amount;
- (E) the Interest Payment Dates were the Floating Amount Payment Dates; and
- (F) all other terms were as specified in the applicable Final Terms.

When the preceding sentence applies, in respect of each relevant Interest Payment Date:

- (1) the amount of interest determined for such Interest Payment Date will be the Interest Amount for the relevant Interest Period for the purposes of these Terms and Conditions as though determined under sub-paragraph (vi) below;
- (2) the Rate of Interest for such Interest Period will be the Floating Rate (as defined in the FBF Agreement) determined by the Principal Paying Agent in accordance with the preceding sentence; and
- (3) the Principal Paying Agent will be deemed to have discharged its obligations under subparagraph (vi) below if it has determined the Rate of Interest and the Interest Amount payable on such Interest Payment Date in the manner provided in the preceding sentence.

(v) Screen Rate Determination

- (A) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:
  - (1) the offered quotation; or
  - (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (B) If the Relevant Screen Page is not available or if, in the case of Sub-Clause (A)(i), no offered quotation appears or, in the case of Sub-Clause (A)(2), fewer than three offered quotations appear, in each case as at the Specified Time, the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.
- (C) If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market applicable to the Reference Rate (which will be the London inter bank market, if the Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the inter-bank market applicable to the Reference Rate (which will be the London inter-bank market, if the Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest

Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

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

The Principal Paying Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References, will, on or as soon as practicable after each date on which the Rate of Interest is to be determined (the "**Interest Determination Date**"), determine the Rate of Interest (subject to any Minimum Interest Rate or Maximum Interest Rate specified in the applicable Final Terms) for the relevant Interest Period. In the case of Index Linked Interest Notes, Share Linked Interest Notes, Inflation Linked Interest Notes, Commodity Linked Interest Notes, Fund Linked Interest Notes, ETI Linked Interest Notes, Foreign Exchange (FX) Rate Linked Interest Notes, Underlying Interest Rate Linked Notes, Hybrid Interest Notes and Notes with interest linked to other Underlying References, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or Calculation Agent, as applicable, will calculate the amount of interest (the "**Interest Amount**") payable on the Notes for the relevant Interest Period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes (or, if they are Partly Paid Notes, the aggregate amount paid up)

and multiplying such sum by the Day Count Fraction specified in the applicable Final Terms and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, one half of such a sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

"**Calculation Period**" means each Interest Period, AER Calculation Period, FR Calculation Period, SPS Call Valuation Period or SPS Put Valuation Period, as applicable.

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

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

- (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (a) the number of days in such Determination Period and (b) the number of Determination Dates that would occur in one calendar year;

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

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

- (a) if **"Actual/Actual (ISDA)"** or **"Actual/Actual"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if **"Actual/365 (Fixed)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (c) if **"Actual/365 (Sterling)"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 or, in the case of a Calculation Period ending in a leap year, 366;
- (d) if **"Actual/360"** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (e) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

where:

**"Y1"** is the year expressed as a number, in which the first day of the Calculation Period falls;

**"Y2"** is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

**"M1"** is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

**"M2"** is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

**"D1"** is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31 in which case D1, will be 30; and

**"b"** is the calendar day expressed as a number immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

where:

**"Y1"** is the year, expressed as a number, in which the first day of the Calculation Period falls;

**"Y2"** is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;



"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31 in which case D1, will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (g) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31 in which case D2 will be 30.

- (vii) Minimum and/or Maximum Interest Rate

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of subparagraph (ii), (iii), (iv) or (v) above (as appropriate) is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate.

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

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

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer (such notifications to occur no later than the Business Day following such determination), (in the case of Notes which are listed on Euronext Paris and the rules of such stock exchange so require) Euronext Paris, as applicable and, if applicable, to any other stock exchange on which the relevant Notes are for the time being listed. In addition, the Principal Paying Agent (except where the relevant Notes are unlisted) shall publish or cause to be published such Rate of Interest, Interest Amount and Interest Payment Date in accordance with Condition 11 as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day

thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with Condition 11. For the purposes of these Conditions, the expression "Luxembourg Business Day" means a day (other than a Saturday or a Sunday) on which commercial banks are open for business in Luxembourg.

(ix) **Certificates to be Final**

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

**(c) Zero Coupon Notes**

Where a Zero Coupon Note becomes due and repayable prior to the Maturity Date and is not paid when due, the amount due and repayable shall be the amount determined in accordance with Condition 5(e) at its Amortised Face Amount. As from the Maturity Date, any overdue principal of such Note shall bear interest at a rate per annum equal to the Accrual Yield specified in the applicable Final Terms. Such interest shall continue to accrue (as well after as before any judgment) until the day on which all sums due in respect of such Note up to that day are received by or on behalf of the holder of such Note. Such interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and in the case of an incomplete month the actual number of days elapsed in such incomplete month or on such other basis as may be specified in the applicable Final Terms.

**(d) Interest on Partly Paid Notes**

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

**(e) Interest Payments**

Interest will be paid subject to and in accordance with the provisions of Condition 4. Interest will cease to accrue on each Note (or, in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless such Note is redeemed early. If such Note is redeemed early (i) if the applicable Final Terms specify that Accrual to Redemption is applicable, interest will cease to accrue on the due date for redemption or (ii) if the applicable Final Terms specify that Accrual to Redemption is not applicable, no interest shall accrue or be payable in respect of which the relevant Interest Payment Date has not occurred on or prior to the due date for redemption of such Note. If the payment of principal or the payment, and/or delivery of the Entitlement (if applicable), is improperly withheld or refused, in which event interest will continue to accrue (as well after as before any judgment) at the Fixed Rate or, as the case may be, the Rate of Interest or as otherwise provided in the applicable Final Terms until whichever is the earlier of (i) the day on which all sums due and/or assets deliverable in respect of such Note up to that day are received by or on behalf of the holder of such Note and (ii) the day on which the Principal Paying Agent or any agent appointed by the Issuer to deliver such assets to Noteholders has notified the holder thereof (either in accordance with Condition 11 or individually) of receipt of all sums due and/or assets deliverable in respect thereof up to that date.

Provided that in the case of Credit Linked Notes, these provisions shall be subject to the provisions contained in Annex 7 – "Additional Terms and Conditions for Credit Linked Notes".

**(f) Deferral of Interest – Undated Subordinated Notes**

In the case of Undated Subordinated Notes, and when so specified in the applicable Final Terms, the Board of Directors of the Issuer may decide, prior to any date for the payment of interest, to suspend payment of the interest accrued during any interest period if at the most recent Annual General Meeting of the shareholders of the Issuer which preceded the corresponding date for the payment of interest no dividend was declared, paid or set apart for payment on or with respect to any class of share capital of the Issuer provided that notice of such decision is given to the relevant Noteholders in accordance with Condition 11 as soon as reasonably practicable following the taking of such decision and in any event not later than seven days prior to any date for the payment of interest. In such a case, any interest so suspended shall constitute "**Arrears of Interest**" (which term shall include interest on such unpaid interest) the payment of which shall be deferred until the date for the payment of interest immediately following the date upon which any dividend has been declared, paid, or set aside for payment on or with respect to any class of share capital of the Issuer at the most recent Annual General Meeting of the shareholders of the Issuer. Arrears of Interest shall bear interest, in accordance with Article 1154 of the French Code civil.

Arrears of Interest may at the option of the Issuer be paid in whole or in part at any time upon the expiry of not less than seven days' notice to such effect given to the Noteholders in accordance with these Conditions, but all Arrears of Interest shall (subject to applicable laws and regulations) become due in full on whichever is the earliest of (i) the date for the payment of interest immediately following the date upon which a dividend is next declared, paid or set aside as aforesaid, or (ii) the date set for any redemption or purchase pursuant to Condition 5(b) or (c) (in the case of redemption) or 5(f) (in the case of purchase), provided all the Notes are so purchased, or (iii) the commencement of "**liquidation judiciaire**" or "**liquidation amiable**" procedures as contemplated by Condition 8(b).

If notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged (subject to applicable laws and regulations) to do so upon the expiry of such notice.

**(g) AER Rate Determination**

Where the applicable Final Terms specify that the AER Rate is determined by reference to a Screen Rate the AER Rate will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the AER Reference Rate(s) which appears or appear, as the case may be, on the AER Screen Page as at the AER Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the AER Reference Rate Determination Date in question plus or minus (as indicated in the applicable Final Terms) the AER Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the AER Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the AER Screen Page is not available or if, in the case of subparagraph (i), no offered quotation appears or, in the case of subparagraph (ii), fewer than three offered quotations appear, in each case as at the AER Specified Time, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the AER Reference Rate at approximately the AER Specified Time on the AER Reference Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the AER Rate shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005

being rounded upwards) of the offered quotations plus or minus (as appropriate) the AER Margin (if any), all as determined by the Calculation Agent.

If on any AER Reference Rate Determination Date one only or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the preceding paragraph, the AER Rate shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate by leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any) or, if fewer than two of the Reference Banks provide the Calculation Agent with offered rates, the offered rate for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Settlement Currency for a period equal to that which would have been used for the AER Reference Rate, at which, at approximately the AER Specified Time on the relevant AER Reference Rate Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the inter-bank market applicable to the AER Reference Rate (which will be the London inter-bank market, if the AER Reference Rate is LIBOR, or the Euro-zone inter-bank market, if the AER Reference Rate is EURIBOR) plus or minus (as appropriate) the AER Margin (if any).

If the applicable Final Terms specifies a Minimum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is less than such Minimum AER Reference Rate, the AER Rate shall be such Minimum AER Reference Rate.

If the applicable Final Terms specifies a Maximum AER Reference Rate then, in the event that the AER Reference Rate determined in accordance with the above provisions is greater than such Maximum AER Reference Rate, the AER Rate shall be such Maximum AER Reference Rate.

Where Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full.

#### **4. Payments and Physical Delivery**

For the purposes of this Condition 4, references to payment or repayment (as the case may be) of principal and/or interest and other similar expressions shall, where the context so admits, be deemed also to refer to delivery of any Entitlement(s).

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

Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of the Notes shall (in the case of Notes in bearer dematerialised form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, (in the case of Notes in fully registered form), to an account denominated in the relevant currency with a bank designated by the Noteholders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

If any date for payment of any amount in respect of any Note or interest is not a Payment Day, then the holder thereof shall not be entitled to payment of the amount due until the next

following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

For these purposes, "**Payment Day**" means any day which (subject to Condition 9) is a day on which:

- (x) Euroclear France is open for business (where the Notes are cleared through Euroclear France),
- (y) commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (A) each Financial Centre specified in the applicable Final Terms; and
  - (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open

If the determination of any amount (whether in respect of principal, interest or otherwise) due in respect of the Notes on an Interest Payment Date, Instalment Date, early redemption date or the Maturity Date (such date a "**Scheduled Payment Date**") is calculated by reference to the valuation of one or more Underlying Reference(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided in the Terms and Conditions or in the applicable Final Terms to a date (such date the "**Delayed Date**") falling after the day that is two Business Days preceding such Scheduled Payment Date, notwithstanding any provision to the contrary in the Terms and Conditions or in the applicable Final Terms, such Interest Payment Date, Instalment Date, early redemption date or the Maturity Date, as the case may be, shall be postponed to the day falling two Business Days following such Delayed Date and no interest or other amount shall be payable on the Notes in respect of such delay.

The names of the initial Principal Paying Agent and the other initial Paying Agents and their initial specified offices are set out in the applicable Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents and/or to approve any change in the specified office of any Paying Agent, provided that:

- (A) so long as any Notes are listed on any stock exchange, there will at all times be a Paying Agent with a specified office in the place required by the rules and regulations of the relevant stock exchange; and
- (B) there will at all times be a Principal Paying Agent; and
- (C) there will at all times at which any Note in registered form is outstanding, a Registration Agent (which may be the Issuer) in relation thereto; and
- (D) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice shall have been given to the Noteholders in accordance with Condition 11.

Payments in respect of the Notes will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to Condition 6 and (ii) any withholding or deduction required pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 (the "**Code**"), or pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements

thereunder, any official interpretations thereof, or without prejudice to the provisions of Condition 6 any law implementing an intergovernmental approach thereto.

(b) Physical Delivery

(A) Physical Delivery

(1) Asset Transfer Notices

In relation to Notes to be redeemed by delivery or (in the case of Credit Linked Notes) Delivery of the Entitlement(s), in order to obtain delivery or Delivery of the Entitlement in respect of any Note, the relevant Noteholder must arrange for the Euroclear France Account Holder through which its Notes are held to (i) deliver on its behalf to the Principal Paying Agent with a copy to any entity appointed by the Issuer to deliver or Deliver, as the case may be, the Entitlement on its behalf (the "**Delivery Agent**") not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice in the form set out in the French Law Agency Agreement and (ii) simultaneously transfer the relevant Notes to the Euroclear France account of the Principal Paying Agent.

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

Copies of the Asset Transfer Notice may be obtained during normal business hours from the specified office of any Paying Agent.

The Asset Transfer Notice shall:

- (i) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer or Delivery Agent may obtain details for the delivery or Delivery of the Entitlement;
- (ii) specify the series number of the Notes and the number of Notes which are the subject of such notice;
- (iii) confirm the irrevocable instruction given to the Euroclear France Account Holder through which the relevant Notes are held to immediately transfer such Notes to the Euroclear France account of the Principal Paying Agent;
- (iv) include an undertaking to pay all Expenses and an authority to the relevant Clearing System or bank to debit a specified account of the Noteholder with the relevant Clearing System or bank in respect thereof and to pay such Expenses;
- (v) include such details as are required for delivery or Delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered or Delivered and specify the name and number of the Noteholder's account to be credited with any cash payable by the Issuer, including pursuant to Credit Condition 7, in respect of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver and the Issuer electing to pay the Disruption Cash Redemption Amount or Failure to Deliver Redemption Amount, as applicable, or as a result of the Issuer electing to pay the Alternate Cash Redemption Amount;

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

all as provided in the French Law Agency Agreement.

If Condition 4(b)(B) applies, the form of Asset Transfer Notice required to be delivered will be different from that set out above. Copies of such Asset Transfer Notice may be obtained from any Paying Agent.

(2) Information of the Issuer and the Delivery Agent

Upon receipt of an Asset Transfer Notice, and the relevant Notes into its Euroclear France account, the Principal Paying Agent will inform the Issuer and any Delivery Agent thereof.

(3) Determinations and Delivery

Any determination as to whether an Asset Transfer Notice is duly completed and in proper form shall be made by the Principal Paying Agent, and shall be conclusive and binding on the Issuer, the Principal Paying Agent(s), any Delivery Agent and the relevant Noteholder. Subject as set out below, any Asset Transfer Notice so determined to be incomplete or not in proper form, or which is not copied to any Delivery Agent immediately after being delivered or sent as provided in paragraph (1) above, shall be null and void.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of the Principal Paying Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

No Asset Transfer Notice may be withdrawn after receipt thereof by the Principal Paying Agent as provided above.

The Entitlement will be delivered at the risk of the relevant Noteholder, in the manner provided below on the date fixed for redemption (such date, subject to adjustment in accordance with this Condition, the "**Delivery Date**") or in the case of Credit Linked Notes Delivered at the risk of the relevant Noteholder, in the manner provided below on the Settlement Date, provided that the Asset Transfer Notice is duly delivered as provided above on or prior to the Cut-Off Date.

If a Noteholder fails to have an Asset Transfer Notice given on its behalf as provided herein with a copy to the Principal Paying Agent with copy to the Delivery Agent, on or prior to the Cut-Off Date, then the Entitlement will be delivered or, as the case may be, Delivered as soon as practicable after the date fixed for redemption (in which case, such date of delivery shall be the Delivery Date) or (in the case of Credit Linked Notes) the Settlement Date at the risk of such Noteholder in the manner provided below. For the avoidance of doubt, in such circumstances such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the date fixed for redemption or the originally designated Settlement Date, as applicable and no liability in respect thereof shall attach to the Issuer.

The Issuer (or any Delivery Agent on its behalf) shall at the risk of the relevant Noteholder, deliver or procure the delivery of the Entitlement for each Note or (in the case of Credit Linked Notes) Deliver the Deliverable

Obligations comprising the Entitlement, in such commercially reasonable manner as the Calculation Agent shall determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Final Terms. All costs, taxes, duties and/or expenses including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes ("**Expenses**") arising from the delivery of the Entitlement or the Delivery of the Deliverable Obligations comprising the Entitlement, as the case may be, in respect of such Notes shall be for the account of the relevant Noteholder and no delivery of the Entitlement or the Delivery of the Deliverable Obligations comprising the Entitlement, as the case may be, shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

(4) General

If Aggregation is specified as applicable in the applicable Final Terms, Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Notes. The Entitlement or the aggregate Entitlements in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and in lieu thereof a cash adjustment calculated by the Calculation Agent shall be paid to the Noteholder.

Following the Delivery Date of a Share or ETI Interest all dividends on the relevant Shares or ETI Interest to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares or ETI Interests executed on the Delivery Date and to be delivered in the same manner as such relevant Shares or ETI Interests. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in Condition 4(b)(A)(1).

For such period of time after delivery or Delivery of the Entitlement as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities or Deliverable Obligations comprising the Entitlement (the "**Intervening Period**"), none of the Issuer, the Paying Agents, any Delivery Agent and any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities, obligations or Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities, obligations or Deliverable Obligations or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities, obligations or Deliverable Obligations.

(5) Settlement Disruption

The provisions of this Condition 4(b)(A)(5) apply to Notes other than Credit Linked Notes.

If, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms or such commercially reasonable manner as the Calculation Agent has determined is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on the Delivery Date, then the Delivery Date



shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect to satisfy its obligations in respect of the relevant Note by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Delivery Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Delivery Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof the Issuer may elect to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 11. Payment of the Disruption Cash Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 11. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 11 that a Settlement Disruption Event has occurred. No Noteholder shall be entitled to any payment in respect of the relevant Note in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

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

**"Settlement Business Day"** has the meaning specified in the applicable Final Terms; and

**"Settlement Disruption Event"** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(6) Failure to Deliver due to Illiquidity

The provisions of this Condition 4(b)(A)(6) apply to the Notes other than Credit Linked Notes.

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

- (i) subject as provided elsewhere in the Terms and Conditions, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated date of redemption in accordance with this Condition 4(b); and

- (ii) in respect of any Affected Relevant 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 Note by payment to the relevant Noteholder of the Failure to Deliver Redemption Amount (as defined below) on the fifth Business Day following the date that notice of such election is given to the Noteholders in accordance with Condition 11. Payment of the Failure to Deliver Redemption Amount will be made in such manner as shall be notified to the Noteholders in accordance with Condition 11. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 11 that the provisions of this Condition 4(b)(A)(6) apply.

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

(7) Additional Provisions for Credit Linked Notes

In the case of Credit Linked Notes, the provisions contained in Annex 7 – "Additional Terms and Conditions for Credit Linked Notes" shall apply.

(B) Variation of Settlement

- (i) If the applicable Final Terms indicate that the Issuer has an option to vary settlement in respect of the Notes, the Issuer may in respect of each such Note, elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with Condition 11.
- (ii) If specified in the applicable Final Terms, the Issuer shall, in respect of each Note, in lieu of delivering or procuring the delivery of the Entitlement to the relevant Noteholders, make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders.

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

Notwithstanding any provision of these Conditions to the contrary, the Issuer may, in respect of such Notes, if the Calculation Agent determines that the Relevant Asset or Relevant Assets, as the case may be, comprises shares or ETI Interests which are not freely tradable, elect either (i) to substitute for the Relevant Asset or the Relevant Assets, as the case may be, an equivalent value (as determined by the Calculation Agent) of such other shares or ETI Interests which the Calculation Agent determines are freely tradable (the "**Substitute Asset**" or the "**Substitute Assets**", as the case may be) or (ii) not to deliver or procure the delivery of the Entitlement or the Substitute Asset or Substitute Assets, as the case may be, to the relevant Noteholders, but in lieu thereof to make payment to the relevant Noteholder on the Settlement Date of an amount equal to the fair market value of the Entitlement on the Valuation Date as determined by the Calculation Agent by reference to such sources as it considers appropriate (the "**Alternate Cash Redemption Amount**"). Notification of any such election will be given to Noteholders in accordance with Condition 11 and in the event that the Issuer elects to pay the Alternate Cash Redemption Amount such notice shall give details of the manner in which such amount shall be paid.

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

(D) Rights of Noteholders and Calculations

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

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

(E) Commodity Linked Notes

Commodity Linked Notes shall not be redeemed by physical delivery and the provisions of this Condition 4(b) shall not apply to Commodity Linked Notes.

## 5. Redemption and Purchase

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, each Note (other than a Credit Linked Note) will be redeemed by the Issuer at its relevant Final Redemption Amount on the Maturity Date specified in the applicable Final Terms or, if Physical Settlement is specified as applicable in the applicable Final Terms (each such Note a "**Physical Delivery Note**") by delivery of the Entitlement (as provided in Condition 4(b) above). This Note may not be redeemed other than in accordance with these Conditions.

The "**Final Redemption Amount**" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Final Payout, in each case specified in the applicable Final Terms,

Provided That if the product of the Final Payout is zero, no amount shall be payable on final redemption of the Note.

The "**Entitlement**" shall be a quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms.

(b) Redemption for Taxation Reasons

(i) If the Issuer would, as a result of any change in, or in the official interpretation or administration of, any laws or regulations of France or any other authority thereof or therein be required to pay additional amounts as provided in Condition 6, the Issuer may at its option at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) but subject, in the case of Subordinated Notes, to the prior approval of the Secrétariat général de l'Autorité de Contrôle Prudentiel in France, on giving not more than 45 nor less than 30 days' notice to the Noteholders (in accordance with Condition 11) which notice shall be irrevocable, redeem all, but not some only, of the Notes at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date upon which the Issuer could make payment without withholding for such taxes.

(ii) If the Issuer would, on the next due date for payment of any amount in respect of the Notes, be prevented by French law from making such payment notwithstanding the undertaking to pay additional amounts as provided in Condition 6, then the Issuer shall forthwith give notice of such fact to the Principal Paying Agent and shall, subject in the case of Subordinated Notes, to the prior approval of the Secrétariat général de l'Autorité de Contrôle Prudentiel in France, at any time (in the case of Notes other than Floating Rate Notes) or on any Interest Payment Date (in the case of Floating Rate Notes) redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount (as defined below) together with interest accrued to the date fixed for redemption, upon giving not less than 7 nor more than 45 days' prior notice to the Noteholders (in accordance with Condition 11), provided that the due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of interest payable in respect of the Notes or, if such date is already past, as soon as practicable thereafter.

(c) Redemption at the Option of the Issuer (Issuer Call)

If Issuer Call is specified in the applicable Final Terms, the Issuer may, subject in the case of Subordinated Notes, to the prior approval of the Secrétariat général de l'Autorité de Contrôle Prudentiel in France, having given:

(i) not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice to the Noteholders in accordance with Condition 11 (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding at the Optional Redemption Amount on any Optional Redemption Date) specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

The "**Optional Redemption Amount**" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Call Payout, as specified in the applicable Final Terms,

Provided That if the product of the Call Payout is zero, no amount shall be payable on redemption of such Note.

Any partial redemption must be of a nominal amount equal to the Minimum Redemption Amount or a Higher Redemption Amount. In the case of a partial redemption of the Notes the redemption shall be effected by reducing the nominal amount of all the Notes in proportion to the aggregate nominal amount redeemed by application of a pool factor.

In the case of Subordinated Notes, no redemption at the option of the Issuer will be permitted prior to five years from the date of issue thereof.

(d) Redemption at the Option of the Noteholders (Noteholder Put)

In the case of Subordinated Notes, no redemption of the Notes at the option of the Noteholder is permitted. If Noteholder Put is specified in the applicable Final Terms and provided that this Note is not a Subordinated Note, upon a Noteholder giving to the Issuer in accordance with Condition 11 not less than the minimum notice period nor more than the maximum notice period specified in the applicable Final Terms (the "**Notice Period**") notice the Issuer will, upon the expiry of such notice, redeem, in whole (but not in part), such Note at the Optional Redemption Amount on the Optional Redemption Date specified in the applicable Final Terms, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

The "**Optional Redemption Amount**" in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage or (ii) the Put Payout, as specified in the applicable Final Terms.

To exercise the right to require redemption of a Note the relevant Noteholder must (i) deliver at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the Notice Period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "**Put Notice**") and in which the Noteholder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition, and (ii) transfer, or cause to be transferred, the Notes to be redeemed to the account of the Paying Agent specified in the Put Notice.

Notwithstanding the foregoing, the right to require redemption of such Notes must be exercised in accordance with the rules and procedures of the Relevant Clearing System and if there is any inconsistency between the above and the rules and procedures of the Relevant Clearing System, then the rules and procedures of the Relevant Clearing System shall prevail.

"**Relevant Clearing System**" means, as appropriate, Euroclear France, Euroclear, Clearstream, Luxembourg and/or such other relevant clearing system, as the case may be, through which interests in Notes are to be held and through an account at which the Notes are to be cleared, as specified in the applicable Final Terms.

Any Put Notice given by a Noteholder pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 8.

(e) Early Redemption

For the purposes of paragraph (b) above, Condition 8 and any circumstances where the Notes are to be redeemed prior to their Maturity Date at their Early Redemption Amount (as defined below), each Note will be redeemed at an amount (the "**Early Redemption Amount**") calculated as follows, together, if appropriate, with interest accrued to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable:

- (i) in the case of a Note (other than a Zero Coupon Note or a Note whose Early Redemption Amount is linked to an index, a formula or other Underlying Reference) with a Final Redemption Amount equal to its nominal amount, at the Final Redemption Amount thereof; or
- (ii) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be lesser or greater than its nominal amount or which is payable in a Specified Currency other than that in which the Note is denominated or a Note whose interest, coupon, premium or other interim payment is linked to an index, a formula or other Underlying Reference, at the percentage of the Calculation Amount specified in the applicable Final Terms or, if "Market Value" less Costs is specified in the applicable Final Terms at the fair market value less associated costs; or
- (iii) in the case of a Zero Coupon Note the Early Redemption Amount of which is not linked to an index, a formula or other Underlying Reference at an amount (the "**Amortised Face Amount**") equal to the sum of:
  - (A) the Reference Price specified in the applicable Final Terms; and
  - (B) the product of the Accrual Yield specified in the applicable Final Terms (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or

(as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period of less than a full year, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed in such incomplete month or such other calculation basis as may be specified in the applicable Final Terms.

(f) Purchases

The Issuer may, but is not obliged to, at any time purchase Notes at any price in the open market or otherwise.

The Notes so purchased by the Issuer may be held and resold in accordance with Article L.213-1-A and D.213-1-A of the French Code monétaire et financier for the purpose of enhancing the liquidity of the Notes, or cancelled.

In the case of Subordinated Notes, where (i) the aggregate nominal amount of Notes remaining outstanding after such purchase is less than 90 per cent. of the total nominal amount of such Notes originally issued or (ii) in the case of an Offre Publique d'Achat ("**Public Repurchase Offer**") or an Offre Publique d'Echange ("**Public Exchange Offer**"), such purchase can only be made with the prior written consent of the Secrétariat général de l'Autorité de Contrôle Prudentiel in France.

(g) Cancellation

All Notes which are redeemed or purchased by the Issuer may (or, if so required by French law, must) be cancelled, together with all Notes redeemed by the Issuer. In the case of Notes cleared through Euroclear France, the cancellation shall be made by transfer to an account in accordance with the rules and procedures of Euroclear France. Any Notes so cancelled or, where applicable, transferred for cancellation may not be re-issued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(h) Instalments

Each Note which is redeemable in instalments will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

(i) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (b), (c) or (d) above is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (e)(iv) above as though the references therein to the date fixed for redemption or the date upon which the Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11.

(j) Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise in accordance with the provisions of this Condition 5 as amended or varied by the information specified in the applicable Final Terms.

## 6. Taxation

- (a) All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied,

collected, withheld or assessed by or on behalf of any Tax Jurisdiction, unless such withholding or deduction is required by law.

- (b) Additional Amounts: In the event that any amounts are required to be deducted or withheld for, or on behalf of, any Tax Jurisdiction, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note:
- (i) Other Connection: to a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the a Tax Jurisdiction other than the mere holding of the Note; or
  - (ii) Payment to individuals: where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
  - (iii) Payment by another paying agent: to a Noteholder who would be able to avoid such withholding or deduction by requesting payment under the relevant Note to another Paying Agent in a Member State of the EU.

As used in these Conditions, "Relevant Date" in respect of any Note means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made.

References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Credit Event Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition.

- (c) Certification of Non-Residency in France: Each Noteholder shall be responsible for supplying certification of non-French residency (a form of which shall be available at the specified offices of any of the Paying Agents or in such other form as may be required by the French tax authorities from time to time) in accordance with the relevant French tax provisions.
- (d) Supply of Information: Each Noteholder shall be responsible for supplying, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to such Directive.
- (e) In these Terms and Conditions:
- (i) Tax Jurisdiction means France or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of principal and interest on the Notes; and
  - (ii) the Relevant Date means the date on which the relevant payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Principal Paying Agent on or prior to such due date, it means the date on which the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 11.

## **7. Redenomination**

- (a) *Redenomination*

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders on giving prior notice to the Principal

Paying Agent and Euroclear France and at least 30 days' prior notice to the Noteholders in accordance with Condition 11, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

(b) The election will have effect as follows:

- (i) the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent, that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (ii) save to the extent that an Exchange Notice has been given in accordance with paragraph (iv) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of Notes of each Noteholder and the amount of such payment shall be rounded down to the nearest euro 0.01;
- (iii) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes so issued will also become void on that date although those Notes will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes will be issued in exchange for Notes denominated in the Specified Currency in such manner as the Principal Paying Agent may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (iv) after the Redenomination Date, all payments in respect of the Notes other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (v) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on a Fixed Interest Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit (defined above) of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;
- (vi) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and
- (vii) such other changes shall be made to these Conditions as the Issuer may decide, after consultation with the Principal Paying Agent, and as may be specified in the notice, to conform them to conventions then applicable to instruments denominated in euro.

(c) Definitions

In these Conditions, the following expressions have the following meanings:



**"Established Rate"** means the rate for the conversion of the Specified Currency (including compliance with rules relating to rounding in accordance with applicable European Union regulations) into euro established by the Council of the European Union pursuant to Article 140 of the Treaty;

**"euro"** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

**"Redenomination Date"** means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph (a) above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union; and

**"Treaty"** means the Treaty on the Functioning of the European Union, as amended.

## **8. Events of Default and Enforcement**

### **(a) *Events of Default***

In the case of Senior Notes, any Noteholder may give written notice to the Issuer, the Representative (as defined in Condition 12) and the Principal Paying Agent that all the Notes held by such Noteholder are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount, together, if appropriate, with interest accrued to the date of repayment, in any of the following events ("**Events of Default**"):

- (i) the Issuer fails to pay any amount payable in respect of the Senior Notes or any of them when due and payable and such default is not remedied within 30 days after the relevant due date; or
- (ii) the Issuer fails to perform or observe any of its other obligations under the Notes and such default is not remedied within 45 days after notice of such default has been given to the Principal Paying Agent by any Noteholder; or
- (iii) the Issuer applies for the appointment of an ad hoc representative (mandataire ad hoc) under French bankruptcy law, or enters into an amicable procedure (procédure de conciliation) with creditors or ceases its payments, or a judgment is issued for the judicial liquidation (liquidation judiciaire) of the Issuer or for a transfer of the whole of its business (cession totale de l'entreprise), or the Issuer is subject to similar proceedings, or, in the absence of legal proceedings, the Issuer makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or a resolution is passed by the Issuer for its winding-up or dissolution, except in connection with a merger or other reorganisation in which all of the Issuer's assets are transferred to, and all of the Issuer's debts and liabilities (including the Notes) are assumed by, another entity which continues the Issuer's activities.

### **(b) Enforcement (Subordinated Notes – General)**

In the case of Subordinated Notes, the Noteholder may, upon written notice to the Issuer, the Representative and the Principal Paying Agent given before all defaults have been cured, cause such Subordinated Note to become due and payable, together with accrued interest (and Arrears of Interest, if applicable) thereon, if any, as of the date on which said notice is received by the Principal Paying Agent, in the event that an order is made or an effective resolution is passed for the liquidation (liquidation judiciaire or liquidation amiable) of the Issuer.

## **9. Prescription**

Claims for payment of principal in respect of the Notes shall be prescribed upon the expiry of 10 years from the due date thereof and claims for payment of interest (if any) in respect of the Notes shall be prescribed upon the expiry of five years, from the due date thereof.

## 10. Further Issues

The Issuer shall be at liberty from time to time without the consent of the holder of any Note to issue further notes, such further notes forming a single series with the Notes so that such further notes and the Notes carry rights identical in all respects (or in all respects save for their Issue Date, Interest Commencement Date, Issue Price and/or the amount and date of the first payment of interest thereon). Such further notes shall be assimilated (assimilables) to the Notes as regards their financial service provided that the terms of such further notes provide for such assimilation.

## 11. Notices

- (a) Notices to the holders of Notes in registered form (au nominatif) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published (a) as long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be Les Echos), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (Règlement Général) of the Autorité des marchés financiers and so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.
- (b) Notices to the holders of Notes in bearer form (au porteur) shall be valid if published (a) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be Les Echos), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (Règlement Général) of the Autorité des marchés financiers and so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first such publication.
- (d) Notices required to be given to the holders of Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 11(a), (b) and (c) above; except that (i) so long as the Notes are listed and admitted to trading on a Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, notices shall also be published in a leading daily newspaper of general circulation in the city where the Regulated Market or other stock exchange on which such Note(s) is/are listed and admitted to trading is located, and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 12 shall also be published in a leading daily newspaper of general circulation in Europe.
- (e) For the avoidance of doubt, notices of the date, hour, place and agenda of any General Meeting in case of Full Masse (as defined in Condition 12), will be published in accordance of the provisions of the French *Code de commerce*.

## 12. Representation of Noteholders

In respect of the representation of the Noteholders, the following shall apply:

- (a) If the relevant Final Terms specifies “**Full Masse**”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a Masse and the provisions of the French Code de commerce relating to the Masse shall apply subject to the below provisions of this Condition 12(a).

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the general meeting of the Noteholders (the “**General Meeting**”).

In accordance with Article R.228-71 of the French Code de commerce, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third business day in Paris preceding the date set for the meeting of the relevant General Meeting.

The place where of a General Meeting shall be held will be set out in the notice convening such General Meeting; or

- (b) If the relevant Final Terms specifies “**Contractual Masse**”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “**Masse**”) which will be subject to the below provisions of this Condition 12(b).

The Masse will be governed by the provisions of the French Code de commerce with the exception of Articles L.228-48, L.228-59, Article L.228-65 II, L.228-71, R.228-63, R.228-67 and R.228-69 subject to the following provisions:

- (i) Legal Personality

The *Masse* will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a General Meeting.

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

- (ii) Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

- the Issuer, the members of its Board of Directors (*Conseil d'Administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouses; or
- companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors, Executive Board (*Directoire*), or Supervisory Board (*Conseil de Surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouses; or

- companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

(iii) Powers of Representative

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

The Representative may not be involved in the management of the affairs of the Issuer.

(iv) General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (mandataire) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 11 not less than 15 days prior to the date of such General Meeting.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, by correspondence or, if the status of the Issuer so specify, by videoconference or by any other means of telecommunication allowing the identification of participating Noteholders.

Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

In accordance with Article R.228-71 of the French Code de Commerce, the rights of each Noteholder to participate in the General Meetings must be evidenced by entries in the books of the relevant Account Holder in the name of such Noteholder at

midnight Paris time on the third Paris business day preceding the date set for the relevant General Meeting.

(v) Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (charges) of the Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a simple majority of votes cast by Noteholders attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French Code de commerce, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third business day in Paris preceding the date set for the meeting of the relevant general assembly.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 11.

(vi) Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(vii) Expenses

The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(viii) Single Masse

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 10, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all such Series.

For the avoidance of doubt, in this Condition 12, the term “**outstanding**” (as defined below) shall not include those Notes purchased by the Issuer in accordance with Article L.213-1 A of the French Code monétaire et financier that are held by it and not cancelled.

**“outstanding”** means, in relation to the Notes of any Series, all the Notes issued other than:

- (a) those Notes which have been redeemed and cancelled pursuant to the Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest (if any) accrued to the date for redemption and any interest (if any) payable under the Conditions after that date) have been duly paid to or to the order of the Principal Paying Agent;
- (c) those Notes which have been purchased and cancelled in accordance with the Conditions;
- (d) those Notes in respect of which claims have become prescribed under the Conditions;

provided that for the purpose of attending and voting at any meeting of the Noteholders of the Series, those Notes (if any) which are for the time being held by or for the benefit of the Issuer or any of its subsidiaries shall (unless and until ceasing to be so held) be deemed not to remain outstanding.

### **13. Agents**

In acting under the French Law Agency Agreement, the Agents will act solely as agents of each of the Issuer do not assume any obligations or relationship of agency with the Noteholders except that (without affecting the obligations of the Issuer to the Noteholders to repay Notes and pay interest thereon) funds received by the Principal Paying Agent for the payment of the principal of or interest on the Notes shall be held by it for the Noteholders until the expiration of the relevant period of prescription under Condition 9.

### **14. Governing Law and submission to jurisdiction**

- (a) Governing law

The Notes are governed by, and shall be construed in accordance with, French law.

- (b) Jurisdiction

Any claim against the Issuer in connection with any Notes may be brought before any competent court located within the jurisdiction of the Cour d'Appel of Paris.

## ANNEX 1

### ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

The following terms and conditions (the "**Payout Conditions**"), subject to completion in the applicable Final Terms, relate to the payouts in respect of the Notes. In particular, certain sections of the Payout Conditions will be set out and completed in the applicable Final Terms. In the event of any inconsistency between the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms (the "**General Conditions**") and the Payout Conditions, the Payout Conditions shall prevail. The descriptions of the payouts, interest rates and entitlement amounts and/or related provisions included in italics below do not form part of the Payout Conditions, are included for information purposes only and are subject to the detailed terms of the relevant payout, interest rate or entitlement amount, as applicable.

#### 1. SPS INTEREST RATES, PAYOUTS AND ENTITLEMENT AMOUNTS

##### 1.1 SPS Interest Rates

The following Rate of Interest will apply to the Notes if specified in the applicable Final Terms:

(a) **SPS Fixed Coupon**

- (i) If SPS Fixed Coupon is specified as applicable in the applicable Final Terms:  
Rate<sub>(i)</sub>.

**Description of Interest Rate**

*A SPS Fixed Coupon provides that the Notes bear or pay interest at a specified rate for the relevant period.*

(b) **Digital Coupon**

If Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) If the Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:  
Rate<sub>(i)</sub>; or
- (ii) if the Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub> or SPS Coupon Valuation Period<sub>(i)</sub>, as applicable:  
zero.

**Description of Interest**

*A Digital Coupon provides that the Notes bear or pay interest at a specified rate for the relevant period if a specified condition is met. If the condition is not met then the Notes will pay no interest for that period.*

(c) **Snowball Digital Coupon**

If Snowball Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) if the Snowball Digital Coupon Condition is satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub>:  
Rate<sub>(i)</sub> + SumRate<sub>(i)</sub>

Where "Sum Rate<sub>(i)</sub>" means the sum of Rate<sub>(i)</sub> for each SPS Coupon Valuation Date since (but not including) the last occurring Snowball Date (or if none the Issue Date); or

- (ii) if the Snowball Digital Coupon Condition is not satisfied in respect of SPS Coupon Valuation Date<sub>(i)</sub>:  
zero.

**Description of Interest Rate**

A Snowball Digital Coupon provides that the Notes bear or pay interest on the basis of a Digital Condition Coupon but with a memory effect. Any interest not paid in respect of a period may be paid at a later date if certain conditions are met.

(d) **Accrual Digital Coupon**

If Accrual Digital Coupon is specified as applicable in the applicable Final Terms:

$$\text{Rate}_{(i)} \times (n / N)$$

Where:

"n" is the number of AC Digital Days in the relevant Calculation Period in respect of the relevant SPS Coupon Valuation Date on which the AC Digital Coupon Condition is satisfied; and

"N" is the number of AC Digital Days in the relevant Calculation Period in respect of the relevant SPS Coupon Valuation Date.

**Description of Interest Rate**

An Accrual Digital Coupon provides that the Notes bear or pay interest on the basis of a rate calculated by reference to the number of AC Digital Days on which a specified condition is satisfied in the relevant period.

(e) **Stellar Coupon**

If Stellar Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max} (\text{Min Coupon}(i), \frac{1}{K} \sum_{k=1}^K \text{Max} [\text{Floor Percentage}(i), \text{Min} (\text{Cap Percentage}(i), \text{Coupon Value} (i, k))] - \text{Strike Percentage}(i))$$

**Description of Interest Rate**

A Stellar Coupon provides that the Notes bear or pay interest, in respect of the relevant period on the basis of a rate calculated by reference to a basket of Underlying References with the value of each Underlying Reference being subject to a cap and a floor. The rate is also subject to a floor.

(f) **Cappuccino Coupon**

If Cappuccino Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max} (\text{Min Coupon}(i), \frac{1}{K} \times \sum_{k=1}^K [\text{Max} (\text{Floor Percentage}(i), \text{Barrier Value}(i, k))] - \text{Strike Percentage}(i))$$

Where "Barrier Value" is:

- (i) if the Barrier Condition for the relevant Underlying Reference is satisfied in respect of the relevant SPS Coupon Valuation Date:

CapPercentage<sub>(i)</sub>; or

- (ii) if the Barrier Condition for the relevant Underlying Reference is not satisfied in respect of the relevant SPS Coupon Valuation Date:

Coupon Value<sub>(i,k)</sub> .

**Description of Interest Rate**

A Cappuccino Coupon provides that the Notes bear or pay interest on the basis of a rate calculated by reference to the average value of a basket of Underlying References where each value is floored and may be set at a fixed percentage (the Cap Percentage) if certain conditions are met.



(g) **Ratchet Coupon**

If Ratchet Coupon is specified as applicable in the applicable Final Terms:

- (i) if Local Cap Percentage is specified as not applicable in the applicable Final Terms:

$$\text{Max} \left[ \sum_{q \text{ in } Q_{(i)}} \text{Max} \left( \text{Coupon Value}(q) - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)} \right), \text{Global Floor Percentage}_{(i)} \right]$$

- (ii) if Local Cap Percentage is specified as applicable in the applicable Final Terms:

$$\text{Max} \left[ \sum_{q \text{ in } Q_{(i)}} \text{Max} \left( \text{Min} \left( \text{Coupon Value}(q) - \text{Strike Percentage}_{(i)}, \text{Local Cap Percentage}_{(i)} \right), \text{Local Floor Percentage}_{(i)} \right), \text{Global Floor Percentage}_{(i)} \right]$$

**Description of Interest Rate**

A Ratchet Coupon provides that the Notes bear or pay interest in respect of the relevant period on the basis of a rate calculated by reference to the sum of two or more rates, in each case subject to a floor and if applicable a cap.

(h) **Driver Coupon**

If Driver Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max} \left( \text{Min Coupon}(i), \frac{1}{K} \sum_{k=1}^K \text{Max} \left( \text{Floor Percentage}(i), \text{Modified Value}(i,k) \right) - \text{Strike Percentage}(i) \right)$$

Where:

"Modified Value(i,k)" is:

- (i) if the Coupon Value(i,k) is one of the nfixed greatest value in the basket of the Underlying References:

Driver Percentage; or

- (ii) otherwise:

Coupon Value(i,k) .

**Description of Interest Rate**

A Driver Coupon provides that the Notes bear or pay interest in respect of the relevant period on the basis of a rate calculated by reference to the average performance of a basket of Underlying References with the Underlying Reference with the "nfixed" highest value being replaced by a fixed percentage (the Driver Percentage).

(i) **Sum Coupon**

If Sum Coupon is specified in the applicable Final Terms:

$$\sum_{a=1}^A (CW_a(i) \times \text{Additional Coupon}_a(i))$$

Where:

"CW" is the relevant Coupon Weighting; and

"A" is the number specified as such in the applicable Final Terms.

**Description of Interest Rate**

A Sum Coupon provides that the Notes bear or pay interest in respect of the relevant period on the basis of a rate calculated as the weighted sum of two or more interest rates provided in the Conditions and specified in the applicable Final Terms.

(j) **Option Max Coupon**

If Option Max Coupon is specified as applicable in the applicable Final Terms:

$$\text{Max}_{a=1}^A([\text{Additional Coupon}(i)]_a).$$

where "A" is the number specified as such in the applicable Final Terms.

**Description of Interest Rate**

An Option Max Coupon provides that the Notes bear or pay interest in respect of the relevant period on the basis of a rate calculated as the maximum of two or more interest rates provided in the Conditions and specified in the applicable Final Terms.

**1.2 SPS Final Payouts**

The following final payouts which when multiplied by the applicable Calculation Amount (each a "Final Payout") will apply to the Notes if specified in the applicable Final Terms:

(a) **SPS Fixed Percentage Notes**

If the Notes are specified in the applicable Final Terms as being SPS Fixed Percentage Notes:

Constant Percentage 1

**Description of Payout**

The Payout comprises a fixed percentage equal to the Constant Percentage 1.

(b) **SPS Reverse Convertible Notes**

(i) **SPS Reverse Convertible Notes**

If the Notes are specified in the applicable Final Terms as being SPS Reverse Convertible Notes:

(A) if no Knock-in Event has occurred:

Constant Percentage 1; or

(B) if a Knock-in Event has occurred:

Max (Constant Percentage 2 + Gearing x Option; 0%)

Where:

"Option" means Put, Put Spread, EDS or Forward as specified in the applicable Final Terms;

"EDS" means Max (Floor Percentage, Min (Constant Percentage 3 – nEDS × Loss Percentage, 0%));

"nEDS" means the number of Underlying Reference(s) in the Basket in respect of which the Final Redemption Value is (i) less than or equal to or (ii) less than, as specified in the applicable Final Terms, EDS Barrier Percentage;

"Forward" means Final Redemption Value – Strike Percentage;

"Put" means Max (Strike Percentage – Final Redemption Value; 0); and

"Put Spread" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage),

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 1.2(b)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 1.2(b)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Final Redemption Amount will be payable and Physical Delivery will apply.

**Description of Payout**

*The Payout comprises:*

- *if no Knock-in Event has occurred, a fixed percentage equal to the Constant Percentage 1;*
- *if a Knock-in Event has occurred and Option is Put or Put Spread indexation to the value of the Underlying Reference(s) up to the Strike Percentage; or*
- *if a Knock-in Event has occurred and Option is Forward, indexation to the value of the Underlying Reference(s); or*
- *If a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying References with a value above this barrier the higher the Percentage.*
- *Physical Delivery may also apply.*

(ii) **SPS Reverse Convertible Standard Notes**

If the Notes are specified in the applicable Final Terms as being SPS Reverse Convertible Standard Notes:

- (A) if no Knock-in Event has occurred:  
100%; or
- (B) if a Knock-in Event has occurred:  
Min (100%, Final Redemption Value).

*Description of Payout*

*The Payout comprises:*

- *if no Knock-in Event has occurred, 100 per cent.; or*
- *if a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

(c) **SPS Vanilla Products**

(i) **Vanilla Call Notes**

If the Notes are specified in the applicable Final Terms as being Vanilla Call Notes:

Constant Percentage 1 + Gearing \* Max (Final Redemption Value - Strike Percentage, Floor Percentage)

**Description of Payout**

*The Payout comprises:*

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

(ii) **Vanilla Call Spread Notes**

If the Notes are specified in the applicable Final Terms as being Vanilla Call Spread Notes:

Constant Percentage 1 + Gearing \* Min (Max (Final Redemption Value - Strike Percentage; Floor Percentage), Cap Percentage)

**Description of Payout**

The Payout comprises:

- *if Gearing is positive, a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

(iii) **Vanilla Put Notes**

If the Notes are specified in the applicable Final Terms as being Vanilla Put Notes:

Constant Percentage 1 + Gearing \* Max (Strike Percentage - Final Redemption Value; 0)

**Description of Payout**

The Payout comprises:

- *if Gearing is positive a fixed percentage equal to Constant Percentage or if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage.*

(iv) **Vanilla Put Spread Notes**

If the Notes are specified in the applicable Final Terms as being Vanilla Put Spread Notes:

Constant Percentage 1 + Gearing \* Min (Max (Strike Percentage - Final Redemption Value; 0);

Cap Percentage)

**Description of Payout**

The Payout comprises:

- *if Gearing is positive a fixed percentage equal to Constant Percentage 1 or, if Gearing is negative, no fixed percentage; and*
- *indexation to the value of the Underlying Reference(s) below the Strike Percentage up to a maximum level. The maximum level is equal to the Cap Percentage.*

(v) **Vanilla Digital Notes**

If the Notes are specified in the applicable Final Terms as being Vanilla Digital Notes:

- (A) if a Knock-in Event has occurred:  
Constant Percentage 1+ Bonus Coupon ; or

- (B) if no Knock-in Event has occurred:  
Constant Percentage 2 .

**Description of Payout**

The Payout comprises:

- a fixed percentage; and
- if a Knock-in Event has occurred, the Bonus Coupon.

(vi) **Knock-in Vanilla Call Notes**

If the Notes are specified in the applicable Final Terms as being Knock-in Vanilla Call Notes:

- (A) if a Knock-in Event has occurred:

Constant Percentage 1 + Gearing \* Max (Final Redemption Value - Strike Percentage, Floor Percentage)  
; or

- (B) if no Knock-in Event has occurred:  
Constant Percentage 2 .

**Description of Payout**

The Payout comprises:

- a fixed percentage; and
- if a Knock-in Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.

(vii) **Knock-out Vanilla Call Notes**

If the Notes are specified in the applicable Final Terms as being Knock-out Vanilla Call Notes:

- (A) if no Knock-out Event has occurred:

Constant Percentage 1 + Gearing \* Max (Final Redemption Value - Strike Percentage, Floor Percentage) ; OR

- (B) if a Knock-out Event has occurred:  
Constant Percentage 2 .

**Description of Payout**

The Payout comprises:

- a fixed percentage; and
- if no Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) above the Strike Percentage.

(d) **Asianing Products**

(i) **Asian Notes**

If the Notes are specified in the applicable Final Terms as being Asian Notes:

If Asian Local Cap is specified as applicable then:

Constant Percentage 1 + Gearing \* Max( $\frac{1}{\text{Total M}} \times \sum_{(i)}^{\text{M}} (\text{Min}(\text{Max}(\text{Final Redemption Value (i)} - \text{Strike Percentage(i)}, \text{Local Floor Percentage(i)}), \text{Local Cap Percentage (i)})), \text{Floor Percentage})$ )

If Asian Local Cap is specified as not applicable:

$$\text{Constant Percentage 1 + Gearing} * \text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^M (\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)})), \text{Floor Percentage}\right)$$

**Description of Payout**

The Payout comprises:

- a fixed percentage equal to Constant Percentage 1; and
- indexation to the average value of the Underlying Reference(s) when the average value is above the Strike Percentage.

(ii) **Asian Spread Notes**

If the Notes are specified in the applicable Final Terms as being Asian Spread Notes:

If Asian Local Cap is specified as applicable then:

$$\text{Constant Percentage 1 + Gearing} * \text{Min}\left(\text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^M (\text{Min}(\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), \text{Local Cap Percentage}_{(i)})), \text{Floor Percentage}\right); \text{Cap Percentage}\right)$$

If Asian Local Cap is specified as not applicable:

$$\text{Constant Percentage 1 + Gearing} * \text{Min}\left(\text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^M (\text{Max}(\text{Final Redemption Value}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)})), \text{Floor Percentage}\right); \text{Cap Percentage}\right)$$

**Description of Payout**

The Payout comprises:

- a fixed percentage equal to Constant Percentage 1; and
- indexation to the average value of the Underlying Reference(s) up to a maximum level if the average value is above the Strike Percentage. The maximum level is equal to the Cap Percentage.

(iii) **Himalaya Notes**

If the Notes are specified in the applicable Final Terms as being Himalaya Notes:

$$\text{Constant Percentage 1 + Gearing} * \text{Max}\left(\frac{1}{\text{Total M}} \times \sum_{(i)}^M \max(\text{BestLockValue}_{(i)} - \text{Strike Percentage}_{(i)}, \text{Local Floor Percentage}_{(i)}), 0\right)$$

Where:

"**BestLockValue<sub>(i)</sub>**" means the highest Underlying Reference Value on SPS Valuation Date<sub>(i)</sub> of the Underlying Reference(s) in Relevant Basket<sub>(i)</sub>; and

"**Relevant Basket<sub>(i)</sub>**" means, in respect of SPS Valuation Date<sub>(i)</sub>, a Basket comprising each Underlying Reference in Relevant Basket<sub>(i-1)</sub> but excluding the Underlying Reference in relation to BestLockValue<sub>(i-1)</sub>.

Relevant Basket<sub>(i-1)</sub> will be set out in the applicable Final Terms.

**Description of Payout**

The Payout comprises:

- a fixed percentage equal to Constant Percentage 1;
- average indexation to the Underlying References above the Strike Percentage in accordance with the selection criteria on each Valuation Date where the Value of the best performing Underlying Reference in the Basket is calculated and then removed from the Basket for the following Valuation Dates, the Payout providing indexation to the average of those calculated Values (the BestLockValues) above the Strike Percentage.

(e) **Auto-Callable Products**

(i) **Autocall Notes**

If the Notes are specified in the applicable Final Terms as being Autocall Notes:

- (A) if the Final Redemption Condition is satisfied:  
Constant Percentage 1 + FR Exit Rate ; or
- (B) if the Final Redemption Condition is not satisfied and no Knock-in Event has occurred:  
Constant Percentage 2 + Coupon Airbag Percentage ; or
- (C) if the Final Redemption Condition is not satisfied and a Knock-in Event has occurred:  
Max (Constant Percentage 3 + Gearing x Option; 0%)

where:

"Option" means Put, Put Spread, EDS or Forward as specified in the applicable Final Terms;

"EDS" means Max (Floor Percentage, Min (Constant Percentage 4 – nEDS × Loss Percentage, 0%));

"Forward" means Final Redemption Value – Strike Percentage;

"nEDS" means the number of underlying Reference(s) in the Basket in respect of which the relevant Final Redemption Value is (i) less than or equal to or (ii) less than, as specified in the applicable Final Terms, the EDS Barrier Percentage;

"Put" means Max(Strike Percentage – Final Redemption Value; 0);  
and

"Put Spread" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage),

Provided That (aa) if the provisions of sub-paragraph (A) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (B) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (C) of this Payout Condition 1.2(e)(i) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Final Redemption Amount will be payable and Physical Delivery will apply.

**Description of Payout**

*The Payout comprises:*

- if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);
- if the Final Redemption Condition is not satisfied and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentage);
- if the Final Redemption Condition is not satisfied, a Knock-In Event has occurred and Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or
- if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s); or
- if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.
- Physical Delivery may also apply.

(ii) **Autocall One Touch Notes**

If the Notes are specified in the applicable Final Terms as being Autocall One Touch Notes:

- (A) if the Final Redemption Condition is satisfied:  
Constant Percentage 1 + FR Exit Rate ;
- (B) if the Final Redemption Condition is not satisfied a no Knock-out Event has occurred:  
Constant Percentage 2 + Coupon Airbag Percentage 1; or
- (C) if the Final Redemption Condition is not satisfied, no Knock-out Event has occurred and no Knock-in Event has occurred:  
Constant Percentage 3 + Coupon Airbag Percentage 2 ; or
- (D) if the Final Redemption Condition is not satisfied and if no Knock-out Event has occurred but a Knock-in Event has occurred:  
Max (Constant Percentage 4 + Gearing x Option; 0%)

where:

"**Forward**" means Final Redemption Value – Strike Percentage;

"**Option**" means Put, Put Spread or Forward as specified in the applicable Final Terms;

"**Put**" means Max (Strike Percentage – Final Redemption Value; 0);  
and

"**Put Spread**" means Min (Max (Strike Percentage – Final Redemption Value; 0); Cap Percentage).

**Description of Payout**

The Payout comprises:



- *if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*
- *if the Final Redemption Condition is not satisfied and a Knock-Out Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Redemption Condition is not satisfied and no Knock-Out Event and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentages); or*
- *if the Final Redemption Condition is not satisfied and no Knock-Out Event has occurred, if Option is Put or Put Spread but a Knock-In Event has occurred, no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or if Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s).*

(iii) **Autocall Standard Notes**

If the Notes are specified in the applicable Final Terms as Autocall Standard Notes:

- (A) If FR Barrier Value is greater than or equal to the Final Redemption Condition Level:  
100% + FR Exit Rate; or
- (B) If FR Barrier Value is less than the Final Redemption Condition Level and no Knock-in Event has occurred:  
100% + Coupon Airbag Percentage; or
- (C) If FR Barrier Value is less than the Final Redemption Condition Level and a Knock-in Event has occurred:  
Min (100%, Final Redemption Value).

**Description of the Payout**

*The Payout comprises:*

- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is equal to or greater than the Final Condition Level, 100 per cent. plus a final exit rate (equal to the FR Exit Rate);*
- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and no Knock-in Event has occurred, 100 per cent. plus a fixed percentage; or*
- *if the FR Barrier Value on the SPS FR Barrier Valuation Date is less than the Final Redemption Condition Level and a Knock-in Event has occurred, the minimum of 100 per cent. and indexation to the value of the Underlying Reference(s).*

(f) **Indexation Products**

(i) **Certi plus: Booster Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Booster Notes:

- (A) if Cap is specified as not applicable in the applicable Final Terms:

Constant Percentage 1 + [Final Redemption Value + Additional Gearing x  
Max (Final Redemption Value - Strike Percentage, 0)]

(B) if Cap is specified as applicable in the applicable Final Terms:

Constant Percentage 1 + Min [Final Redemption Value + Additional Gearing x  
Max [(Final Redemption Value - Strike Percentage, 0), Cap Percentage]]

**Description of Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:*

- *indexation to the value of the Underlying Reference(s); and*
- *additional indexation to the value of the Underlying Reference(s) above the Strike Percentage;*
- *subject to a cap of the Cap Percentage.*

(ii) **Certi plus: Bonus Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Bonus Notes:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + (Down Final Redemption Value); or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + [Max (Bonus Percentage, Up Final Redemption Value)]

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Down Final Redemption Value - Max (Down Final Redemption Value - Cap Percentage, 0)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + [Max (Bonus Percentage, Up Final Redemption Value) - Max (Up Final Redemption Value - Cap Percentage, 0)]

**Description of Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and indexation to the value of the Underlying Reference(s) above the Bonus Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value).*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and bonus percentage up to a maximum level. The maximum level is equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) (this value may differ from the above value) up to a maximum level equal to the Cap Percentage.*

(iii) **Certi plus: Leveraged Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Leveraged Notes:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Final Redemption Value + Additional Gearing x Max (Final Redemption Value – Strike Percentage, 0)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + (Max (100%, 100% + (1 + Additional Gearing) x (Final Redemption Value – Strike Percentage)));

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + Min [Cap Percentage, [Final Redemption Value + Additional Gearing x Max (Final Redemption Value - Strike Percentage, 0)]]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 1 + Min [Cap Percentage, [Max (100%, 100% + (1 + Additional Gearing) x (Final Redemption Value - Strike Percentage))]]

**Description of Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.*

*If Cap is specified as applicable the Payout provides limited maximum upside and comprises:*

- *if no Knock-out Event has occurred, a minimum percentage and leveraged indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level equal to the Cap Percentage; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) plus additional indexation to the value of the Underlying Reference(s) above the Strike Percentage. The aggregate indexation is limited to a maximum level equal to the Cap Percentage.*

(iv) **Certi plus: Twin Win Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Twin Win Notes:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + Max [0, Gear Down \* Final Redemption Value]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max [Max

(Gear up 1 \* (Strike Percentage - Final Redemption Value),

Gear up 2 \* (Final Redemption Value - Strike Percentage)), Floor Percentage]

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-out Event has occurred:

Constant Percentage 1 + [Min (Cap Percentage, Gear Down \* Final Redemption Value)]; or

(y) if no Knock-out Event has occurred:

Constant Percentage 2 + Max [Max (Gear up 1 \* (Strike Percentage -

Final Redemption Value), Min (Cap Percentage - Strike Percentage, Gear up 2 \*

(Final Redemption Value - Strike Percentage))), Floor Percentage]

### **Description of Payout**

*If Cap is specified as not applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s).*

*If Cap is specified as applicable the Payout comprises:*

- *if no Knock-out Event has occurred, a minimum percentage, indexation to the value of the Underlying Reference(s) above the Strike Percentage and up to a maximum level equal to the Cap Percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage in absolute terms; or*
- *if a Knock-out Event has occurred, indexation to the value of the Underlying Reference(s) up to a maximum level equal to the Cap Percentage.*

### (v) **Certi plus: Super Sprinter Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Super Sprinter Notes:

(A) if Cap is specified as not applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

Constant Percentage 1 + Final Redemption Value + Additional Gearing x  
Max (Final Redemption Value - Strike Percentage, 0)

or

(y) if no Knock-in Event has occurred:

Constant Percentage 1 + Final Redemption Value .

(B) if Cap is specified as applicable in the applicable Final Terms:

(x) if a Knock-in Event has occurred:

Constant Percentage 1 + [Min (Cap Percentage, Final Redemption Value + Additional Gearing x Max (Final Redemption Value - Strike Percentage, 0))] ; or

(y) if no Knock-in Event has occurred:

Constant Percentage 1 + [Min (Cap Percentage, Final Redemption Value)].

**Description of Payout**

If Cap is specified as not applicable the Payout comprises:

- indexation to the value of the Underlying Reference(s); and
- if a Knock-in Event occurs, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage.

If Cap is specified as applicable the Payout provides a limited maximum upside and comprises:

- indexation to the value of the Underlying Reference(s) up to a maximum level;
- if a Knock-in Event has occurred, additional indexation to the value of the Underlying Reference(s) above the Strike Percentage up to a maximum level; and
- a maximum payout equal to Constant Percentage 1 plus the Cap Percentage.

(vi) **Certi plus: Generic Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Generic Notes:

Constant Percentage 1 + Gearing Up × Option Up + Gearing Down × Option Down

where:

"**Option Up**" means Call or Call Spread as specified in the applicable Final Terms;

"**Call**" means Max (Up Final Redemption Value – Up Strike Percentage; 0);

"**Call Spread**" means Min (Max (Up Final Redemption Value – Up Strike Percentage; 0); Up Cap Percentage);

"**Option Down**" means Put or Put Spread as specified in the applicable Final Terms;

"**Put**" means Max (Down Strike Percentage – Down Final Redemption Value; 0); and

"**Put Spread**" means Min (Max (Down Strike Percentage – Down Final Redemption Value; 0); Down Cap Percentage).

**Description of the Payout**

The Payout provides no guarantee of a fixed percentage and comprises:

- indexation to the value of the Underlying Reference(s) above the Up Strike Percentage (subject to a maximum level when Option Up is Call Spread); and
- indexation to the value (this value may differ from the value above) of the Underlying Reference(s) below the Down Strike Percentage (subject to a minimum level when Option Down is Put Spread).

(vii) **Certi plus: Generic Knock-in Notes**

If the Notes are specified in the applicable Final Terms as being Certi plus: Generic Knock-in Notes:

(A) if no Knock-in Event has occurred:

Constant Percentage 1 + Gearing Up × Option Up

(B) if a Knock-in Event has occurred:

Constant Percentage 2 + Gearing Down × Option Down

where:

"**Option Up**" means Call or Call Spread as specified in the applicable Final Terms;

"**Call**" means Max (Up Final Redemption Value – Up Strike Percentage; 0);

"**Call Spread**" means Min (Max (Up Final Redemption Value – Up Strike Percentage; 0); Up Cap Percentage);

"**Option Down**" means Put or Put Spread as specified in the applicable Final Terms;

"**Put**" means Max (Down Strike Percentage – Down Final Redemption Value; 0); and

"**Put Spread**" means Min (Max (Down Strike Percentage – Down Final Redemption Value; 0); Down Cap Percentage).

**Description of the Payout**

The Payout comprises:

- if no Knock-in Event occurs, a fixed percentage and indexation to the value of the Underlying Reference(s) above the Up Strike Percentage (subject to a maximum level when Option Up is Call Spread); or
- if a Knock-in Event occurs, indexation to the value of the Underlying Reference(s) below the Down Strike Percentage (subject to a minimum level when Option Down is Put Spread).

(g) **Ratchet Notes**

If the Notes are specified in the applicable Final Terms as being Ratchet Notes:

(i) if Local Cap is specified as not applicable in the applicable Final Terms:

Constant Percentage 1 + Max  $\left( \sum_{q \text{ in } Q(i)} \text{Max (Final Redemption Value}(q) - \text{Strike Percentage, Local Floor Percentage), Global Floor Percentage} \right)$

(ii) if Local Cap is specified as applicable in the applicable Final Terms:

Constant Percentage 1 + Max  $\left( \sum_{q \text{ in } Q(i)} \text{Max (Min (Final Redemption Value}(q) - \text{Strike Percentage, Local Cap Percentage), Local Floor Percentage), Global Floor Percentage} \right)$

**Description of Payout**

*The Payout provides an amount equal to the sum of the Final Redemption Values above the Strike Percentage subject to a floor of the Global Floor Percentage. The Final Redemption Values are calculated on each SPS Valuation Date during the SPS Valuation Period and each may be subject to a Cap and/or a floor.*

(h) **Sum Notes**

If the Notes are specified in the applicable Final Terms as being Sum Notes:

$$\text{Constant Percentage } 1 + \sum_{a=1}^A \text{PW}_a \prod_{b=1}^B ([\text{Additional Final Payout}]_{a,b}) .$$

Where:

"PW" is the relevant Additional Final Payout Weighting;

"A" is the number specified as such in the applicable Final Terms; and

"B" is the number specified as such in the applicable Final Terms.

**Description of Payout**

*The Payout comprises a weighted sum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

(i) **Option Max Notes**

If the Notes are specified in the applicable Final Terms as being Option Max Notes:

$$\text{Constant Percentage } 1 + \text{Max}_{a=1}^A ([\text{Additional Final Payout}]_a) .$$

where "A" is the number specified as such in the applicable Final Terms.

**Description of Payout**

*The Payouts comprises a maximum of two or more Payouts provided in the Conditions and specified in the applicable Final Terms.*

- (j) If specified in the applicable Final Terms any Final Payout will be subject to a cap of the Maximum Final Payout and/or a floor of the Minimum Final Payout, in each case as specified in the applicable Final Terms.

**1.3 Automatic Early Redemption Payouts, Call Payouts and Put Payouts**

- (a) If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, if SPS Automatic Early Redemption Payout is specified in the applicable Final Terms, the Automatic Early Redemption Payout shall be:

$$NA \times (\text{AER Redemption Percentage} + \text{AER Exit Rate}),$$

Provided That if specified in the applicable Final Terms the SPS Automatic Early Redemption Payout will be subject to a cap of the Maximum SPS Automatic Early Redemption Payout and/or a floor of the Minimum SPS Automatic Early Redemption Payout, in each case specified in the applicable Final Terms.

(b) **Definitions for SPS Automatic Early Redemption Payouts**

"AER Athena up Rate" means:

- (i) if Cap is specified as applicable in the applicable Final Terms:

$$\text{Min} (\text{Max} (\text{ER Floor Percentage}_{(i)}, \text{ER Gearing}_{(i)} \times (\text{ER Value}_{(i)} - \text{ER Strike Percentage}_{(i)})) + \text{ER Spread}_{(i)}, \text{ER Cap Percentage}_{(i)} + \text{ER Constant Percentage}_{(i)})$$

- (ii) if Cap is specified as not applicable in the applicable Final Terms:

$$\text{Max} (\text{ER Floor Percentage}_{(i)}, \text{ER Gearing}_{(i)} \times (\text{ER Value}_{(i)} - \text{ER Strike Percentage}_{(i)})) + \text{ER Spread}_{(i)} + \text{ER Constant Percentage}_{(i)}$$

**"AER Calculation Period"** means the period from (and including) the Interest Payment Date immediately preceding the Automatic Early Redemption Date (or if none the Issue Date) to (but excluding) the Automatic Early Redemption Date;

**"AER CSN Rate"** means a percentage calculated as the product of the AER Rate and the applicable Day Count Fraction;

**"AER Exit Rate"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, any of AER Rate, AER Athena up Rate or AER CSN Rate as specified in the applicable Final Terms;

**"AER Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms;

**"AER Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"AER Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"ER Cap Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Constant Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the Percentage specified as such in the applicable Final Terms;

**"ER Floor"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Gearing"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Spread"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Strike Percentage"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;

**"ER Value"** means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS ER Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS ER Valuation Period"** means each period specified as such in the applicable Final Terms.

(c) **Call Payouts**

If SPS Call Payout is specified in the applicable Final Terms, the Call Payout will be:

$$NA \times (\text{Call Redemption Percentage} + \text{Call Exit Rate}),$$

Provided That if specified in the applicable Final Terms the SPS Call Payout will be subject to a cap of the Maximum SPS Call Payout and/or a floor of the Minimum SPS Call Payout, in each case specified in the applicable Final Terms.

(d) **Definitions for SPS Call Payouts**

**"Call Athena up Rate"** means:

(i) if Cap is specified as applicable in the applicable Final Terms:

$$\text{Min}(\text{Max}(\text{Call Floor Percentage}, \text{Call Gearing} \times (\text{Call value} - \text{Call Strike Percentage}) + \text{Call Spread Percentage}), \text{Call Cap Percentage}) + \text{Call Constant Percentage}$$

(ii) if Cap is specified as not applicable in the applicable Final Terms:



$\text{Max}(\text{Call Floor Percentage}, \text{Call Gearing} \times (\text{Call Value} - \text{Call Strike Percentage}) + \text{Call Spread Percentage}) + \text{Call Constant Percentage}$

**"Call Calculation Period"** means the period from (and including) the Interest Payment Date immediately preceding the Optional Redemption Date (or if none the Issue Date) to (but excluding) the Optional Redemption Date;

**"Call CSN Rate"** means a percentage calculated as the product of the Call Rate and the applicable Day Count Fraction;

**"Call Exit Rate"** means any of Call Rate, Call Athena up Rate or Call CSN Rate as specified in the applicable Final Terms;

**"Call Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Call Rate is to be determined by reference to a Screen Rate, the Call Rate shall be calculated pursuant to General Condition 3(h) (in the case of English Law Notes) or General Condition 3(g) (in the case of French Law Notes) save that references therein to "AER" shall be deemed to be references to "Call";

**"Call Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"Call Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Call Spread Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Call Value"** means, in respect of an SPS Call Valuation Date or SPS Call Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS Call Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS Call Valuation Period"** means each period specified as such in the applicable Final Terms.

(e) **Put Payouts**

If SPS Put Payout is specified in the applicable Final Terms, the Put Payout will be:

$$NA \times (\text{Put Redemption Percentage} + \text{Put Exit Rate}),$$

Provided That if specified in the applicable Final Terms the SPS Put Payout will be subject to a cap of the Maximum SPS Put Payout and/or a floor of the Minimum SPS Put Payout, in each case specified in the applicable Final Terms.

(f) **Definitions for SPS Put Payouts**

**"Put Athena up Rate"** means:

(i) if Cap is specified as applicable in the applicable Final Terms:

$\text{Min}(\text{Max}(\text{Put Floor Percentage}, \text{Put Gearing} \times (\text{Put value} - \text{Put Strike Percentage}) + \text{Put Spread Percentage}), \text{Put Cap Percentage}) + \text{Put Constant Percentage}$

(ii) if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max}(\text{Put Floor Percentage}, \text{Put Gearing} \times (\text{Put Value} - \text{Put Strike Percentage}) + \text{Put Spread Percentage}) + \text{Put Constant Percentage}$

**"Put Calculation Period"** means the period from (and including) the Interest Payment Date immediately preceding the relevant Optional Redemption Date (or if none the Issue Date) to (but excluding) the relevant Optional Redemption Date;

**"Put CSN Rate"** means a percentage calculated as the product of the Put Rate and the applicable Day Count Fraction;

**"Put Exit Rate"** means any of Put Rate, Put Athena up Rate or Put CSN Rate as specified in the applicable Final Terms;

**"Put Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the Put Rate is to be determined by reference to a Screen Rate, the Put Rate shall be calculated pursuant to Condition 3(h) in the Terms and Conditions for English Law Notes or Condition 3(g) in the Terms and Conditions for French Law Notes save that references therein to "AER" shall be deemed to be references to "Put";

**"Put Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"Put Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Put Spread Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Put Value"** means, in respect of an SPS Put Valuation Date or SPS Put Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS Put Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS Put Valuation Period"** means each period specified as such in the applicable Final Terms.

#### 1.4 SPS Entitlement Amounts

The following Entitlement Amounts (each an **"Entitlement Amount"**) will apply to the Notes if specified in the applicable Final Terms, subject as provided in Payout Condition 1.4(c) below:

(a) Delivery of Worst-Performing Underlying

If Delivery of Worst-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times \text{Redemption Payout} / \left( \text{Worst Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)} \right)$$

Where:

**"Worst Performing Underlying Reference Closing Price Value<sub>(i)</sub>"** is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the Underlying Reference with the Worst Value on such date; and

**"FX<sub>(i)</sub>"** is the relevant Underlying Reference FX Level<sub>(i)</sub> on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(b) **Delivery of Best-Performing Underlying**

If Delivery of Best-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times \text{Redemption Payout} / \left( \text{Best Performing Underlying Reference Closing Price Value}_{(i)} \times FX_{(i)} \right)$$

Where:

**"Best-Performing Underlying Reference Closing Price Value<sub>(i)</sub>"** is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the Underlying Reference with the Best Value on such date; and

**"FX<sub>(i)</sub>"** is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(c) **Rounding and Residual Amount**

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to:

$$NA \times \text{Redemption Payout} - \sum_{k=1}^K \text{Number (k,i)} * FX_{(k,i)} * \text{Underlying Reference Closing Price Value}_{(k,i)}$$

**"Number (k,i)"** is equal to the Entitlement Amount for the relevant Underlying Reference<sub>(k)</sub> and SPS Valuation Date<sub>(i)</sub>

**"Underlying Reference Closing Price Value<sub>(k,i)</sub>"** is the Underlying Reference Closing Price Value<sub>(i)</sub> on the relevant SPS Valuation Date in respect of the relevant Underlying Reference<sub>(k)</sub>; and

**"FX<sub>(k,i)</sub>"** is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

**1.5 Definitions for SPS Interest Rates and FR Rate**

(a) **Definitions for SPS Interest Rates**

**"AC Digital Coupon Barrier Level Down"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"AC Digital Coupon Barrier Level Up"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"AC Digital Coupon Condition"** means:

- (i) if Barrier Up is specified as applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is (i) equal to or greater than the relevant AC Digital Coupon Barrier Level Down and (ii) less than or equal to the relevant AC Digital Coupon Barrier Level Up; or

- (ii) if Barrier Up is specified as not applicable in the applicable Final Terms, that the DC Barrier Value for the relevant SPS Coupon Valuation Date is equal to or greater than AC Digital Coupon Barrier Level Down;

**"AC Digital Day"** means a calendar day, Exchange Business Day, Scheduled Trading Day or other day specified as such in the applicable Final Terms;

**"Additional Coupon"** means each Rate of Interest or Premium Amount Rate specified as such in the applicable Final Terms;

**"Barrier Condition"** means that Coupon Value for the relevant Underlying Reference for the relevant SPS Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level;

**"Barrier Level"** means, amount or number specified as such in the applicable Final Terms;

**"Constant Percentage"** means the percentage specified as such in the applicable Final Terms.

**"Coupon Weighting"** means the number, amount or percentage specified as such in the applicable Final Terms;

**"Coupon Value"** means, in respect of an SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"DC Barrier Value"** means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Digital Coupon Condition"** means that the DC Barrier Value for the relevant SPS Coupon Valuation Date or SPS Coupon Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level;

**"Driver Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Final Redemption Condition Level"** means the percentage, amount or number specified as such in the applicable Final Terms;

**"Final Redemption Condition"** means that the FR Barrier Value for the relevant SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Condition Level;

**"FR Barrier Value"** means, in respect of a SPS FR Barrier Valuation Date or SPS FR Barrier Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"nfixed"** means the number specified as such in the applicable Final Terms;

**"Rate"** means, in respect of a SPS Coupon Valuation Date or SPS Coupon Valuation Period:

- (i) the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms; or
- (ii) the Vanilla Call Rate or Vanilla Call Spread Rate specified in the applicable Final Terms.

**"Snowball Barrier Value"** means, in respect of a SPS Coupon Valuation Date, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Snowball Date"** means each date on which the relevant Snowball Digital Coupon Condition is satisfied;

**"Snowball Digital Coupon Condition"** means that the Snowball Barrier Value for the relevant SPS Coupon Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Snowball Level;

**"Snowball Level"** means the number, amount or percentage specified as such in the applicable Final Terms;

**"Spread"** means the percentage specified as such in the applicable Final Terms;

**"SPS Coupon Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS Coupon Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Vanilla Call Rate"** means:

$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Max}(\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)});$  and

**"Vanilla Call Spread Rate"** means:

$\text{Constant Percentage}_{(i)} + \text{Gearing}_{(i)} * \text{Min}(\text{Max}(\text{Coupon Value}_{(i)} - \text{Strike Percentage}_{(i)} + \text{Spread}_{(i)}, \text{Floor Percentage}_{(i)}); \text{Cap Percentage}_{(i)})$

(b) **Definitions for FR Rate**

**"FR Athena up Rate"** means:

(i) if Cap is specified as applicable in the applicable Final Terms:

$\text{Min}(\text{Max}(\text{FR Floor Percentage}, \text{FR Gearing} \times (\text{FR Value} - \text{FR Strike Percentage}) + \text{FR Spread}), \text{FR Cap Percentage}) + \text{FR Constant Percentage}$

(ii) if Cap is specified as not applicable in the applicable Final Terms:

$\text{Max}(\text{FR Floor Percentage}, \text{FR Gearing} \times (\text{FR Value} - \text{FR Strike Percentage}) + \text{FR Spread}) + \text{FR Constant Percentage}$

**"FR Calculation Period"** means the period from (and including) the Interest Payment Date immediately preceding the Final Valuation Date (or if none the Issue Date) to (but excluding) the Final Valuation Date;

**"FR CSN Rate"** means a percentage calculated as the product of the FR Rate and the applicable Day Count Fraction;

**"FR Exit Rate"** means any of FR Rate, FR Athena up Rate or FR CSN Rate as specified in the applicable Final Terms;

**"FR Rate"** means the rate specified as such or determined in the manner set out in, the applicable Final Terms. If the applicable Final Terms specify that the FR Rate is to be determined by reference to a Screen Rate, the FR Rate shall be calculated pursuant to General Condition 3(h) (in the case of English Law Notes) or General Condition 3(g) (in the case of French Law Notes), save that references therein to "AER" shall be deemed to be references to "FR";

**"FR Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Reference Rate"** means the floating rate specified as such in the applicable Final Terms;

**"FR Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Constant Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Gearing"** means the percentage specified as such in the applicable Final Terms;

**"FR Spread"** means the percentage specified as such in the applicable Final Terms;

**"FR Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"FR Value"** means, in respect of an SPS FR Valuation Date or SPS FR Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"SPS FR Barrier Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS FR Barrier Valuation Period"** means each period specified as such in the applicable Final Terms;

**"SPS FR Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms; and

**"SPS FR Valuation Period"** means each period specified as such in the applicable Final Terms.

## 1.6 Simple Value and Performance Definitions for SPS Interest, Payouts and Entitlement Amounts

### (a) Basic Value Definitions

**"FX Value"** means, in respect of an Underlying Reference and a day, Underlying Reference FX Level for such day divided by Underlying Reference FX Strike Level;

**"Underlying Reference Closing Price Value"** means, in respect of a SPS Valuation Date:

- (i) if the relevant Underlying Reference is an Index or Custom Index, the Closing Level; or
- (ii) if the relevant Underlying Reference is an ETI or a Share, the Closing Price; and
- (iii) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price;
- (iv) if the relevant Underlying Reference is a Fund, the NAV per Fund Share;
- (v) if the relevant Underlying Reference is a Currency or Future, the Settlement Price;
- (vi) if the relevant Underlying Reference is an Underlying Interest Rate, the Underlying Reference Rate; or
- (vii) if the relevant Underlying Reference is an Inflation Index, the Relevant Level, in each case in respect of such day;

**"Underlying Reference FX Level"** means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day;

**"Underlying Reference FX Strike Level"** means in respect of an Underlying Reference:

- (i) the rate specified as such in the applicable Final Terms; or
- (ii) if FX Closing Level is specified as applicable in the applicable Final Terms, the Underlying Reference FX Level for such Underlying Reference on the Strike Date; or
- (iii) if FX Maximum Level is specified as applicable in the applicable Final Terms, the greatest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or
- (iv) if FX Minimum Level is specified as applicable in the applicable Final Terms, the lowest Underlying Reference FX Level for such Underlying Reference for all the Strike Days in the Strike Period; or
- (v) if FX Average Level is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference FX Levels for such Underlying Reference for all the Strike Days in the Strike Period; and

**"Underlying Reference Strike Price"** means, in respect of an Underlying Reference:

- (i) the amount specified as such in the applicable Final Terms; or
- (ii) if Strike Price Closing Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date; or
- (iii) if Strike Price Maximum Value is specified as applicable in the applicable Final Terms, the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (iv) if Strike Price Minimum Value is specified as applicable in the applicable Final Terms, the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period; or
- (v) if Strike Price Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period; or
- (vi) if Barrier Strike Price Closing Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date and (y) the Barrier Percentage Strike Price; or
- (vii) if Barrier Strike Price Maximum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the greatest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (viii) if Barrier Strike Price Minimum Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the lowest Underlying Reference Closing Price Value for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price; or
- (ix) if Barrier Strike Price Average Value is specified as applicable in the applicable Final Terms, an amount equal to the product of (x) the arithmetic average of the Underlying Reference Closing Price Values for such Underlying Reference for all the Strike Days in the Strike Period and (y) the Barrier Percentage Strike Price.

(b) **Mono Underlying Reference Value Definitions**

**"Performance"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) the Underlying Reference Value for such Underlying Reference in respect of such day minus (b) 100 per cent.;

**"Restrike Performance"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day (ii) divided by the Underlying Reference Closing Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date (b) less 100 per cent.;

**"Underlying Reference EndDay Closing Price Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"SPS EndDay Valuation Date"**) falling nEnd days after such SPS Valuation Date;

**"Underlying Reference Intraday Price Value"** means:

- (i) if the relevant Underlying Reference is an Index, the Intraday Level; or
- (ii) if the relevant Underlying Reference is a Share, an ETI, a Commodity or a Commodity Index, the Intraday Price;

**"Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

**"Underlying Reference Restrike Value"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such day divided by (b) the Underlying Reference Closing Price Value for such Underlying Reference in respect of the immediately preceding SPS Valuation Date;

**"Underlying Reference StartDay Closing Price Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, the Underlying Reference Closing Price Value for such Underlying Reference on the date (the **"SPS StartDay Valuation Date"**) falling nStart days prior to such SPS Valuation Date;

**"Underlying Reference TOM Restrike Value"** means, in respect of an Underlying Reference and a SPS Valuation Date (a) the Underlying Reference EndDay Closing Price Value for such Underlying Reference in respect of such day divided by (b) Underlying Reference StartDay Closing Price Value for such Underlying Reference in respect of such day;

**"Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, the product of all Underlying Reference TOM Restrike Values for all SPS Valuation Dates prior to and including such SPS Valuation Date in respect of an Underlying Reference; and

**"Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value.

(c) **Multi Underlying Reference Value Definitions**

**"Basket Value"** means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Underlying Reference Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;



**"Best Intraday Value"** means, in respect of a SPS Valuation Date, the highest Underlying Reference Intraday Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

**"Best Value"** means, in respect of a SPS Valuation Date, the highest Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

**"Rainbow Value"** means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Ranked Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

**"Ranked Value"** means, in respect of a SPS Valuation Date, the Underlying Reference Value in respect of the Underlying Reference with the Ranking in respect of such SPS Valuation Date set out in the applicable Final Terms;

**"Ranking"** means, in respect of an SPS Valuation Date, the ordinal positioning of each Underlying Reference by Underlying Reference Value from lowest Underlying Reference Value to greatest Underlying Reference Value in respect of such SPS Valuation Date;

**"Worst Intraday Value"** means, in respect of a SPS Valuation Date, the lowest Underlying Reference Intraday Value for any Underlying Reference in respect of such SPS Valuation Date; and

**"Worst Value"** means, in respect of a SPS Valuation Date, the lowest Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date.

## **1.7 Greatest Period Values for SPS Interest Rates, Payouts and Entitlement Amounts**

### **(a) Mono Underlying Reference Value Definitions**

**"Greatest Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Greatest Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

### **(b) Multi Underlying Reference Value Definitions**

**"Greatest Basket Value"** means, in respect of a SPS Valuation Period, the highest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Best Intraday Value"** means, in respect of a SPS Valuation Period, the highest Best Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Best Value"** means, in respect of a SPS Valuation Period, the highest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Greatest Rainbow Value"** means, in respect of a SPS Valuation Period, the highest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values; and

**"Greatest Worst Value"** means, in respect of a SPS Valuation Period, the highest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

## **1.8 Lowest Period Values for SPS Interest Rates, Payouts and Entitlement Amounts**

### **(a) Mono Underlying Reference Value Definitions**

**"Lowest Underlying Reference Intraday Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Lowest Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

(b) **Multi Underlying Reference Value Definitions**

**"Lowest Basket Value"** means, in respect of a SPS Valuation Period, the lowest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Lowest Best Value"** means, in respect of a SPS Valuation Period, the lowest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

**"Lowest Rainbow Value"** means, in respect of a SPS Valuation Period, the lowest for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values;

**"Lowest Worst Intraday Value"** means, in respect of a SPS Valuation Period, the lowest Worst Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period; and

**"Lowest Worst Value"** means, in respect of a SPS Valuation Period, the lowest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

**1.9 Average Values for SPS Interest Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

**"Average Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Underlying Reference TOM Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the arithmetic average of the Underlying Reference TOM Values for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

(b) **Multi Underlying Reference Value Definitions**

**"Average Basket Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Basket Values for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Best Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Best Values for all the SPS Valuation Dates in such SPS Valuation Period;

**"Average Rainbow Value"** means, in respect of a SPS Valuation Period, the arithmetic average for all SPS Valuation Dates in such SPS Valuation Period of the relevant Rainbow Values; and

**"Average Worst Value"** means, in respect of a SPS Valuation Period, the arithmetic average of the Worst Values for all the SPS Valuation Dates in such SPS Valuation Period.

**1.10 Weighted Average Values for SPS Interest Rates, Payouts and Entitlement Amounts**

(a) **Mono Underlying Reference Value Definitions**

**"Weighted Average Underlying Reference Value"** means, in respect of an Underlying Reference and a SPS Valuation Period, the sum of the values calculated for all the SPS

Valuation Dates in such SPS Valuation Period as (a) the Underlying Reference Value for such Underlying Reference for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

(b) **Multi Underlying Reference Value Definitions**

**"Weighted Average Basket Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Basket Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

**"Weighted Average Best Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Best Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting;

**"Weighted Average Rainbow Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all SPS Valuation Dates in such SPS Valuation Period as (a) the relevant Rainbow Values (b) multiplied by the relevant SPS Date Weighting; and

**"Weighted Average Worst Value"** means, in respect of a SPS Valuation Period, the sum of the values calculated for all the SPS Valuation Dates in such SPS Valuation Period as (a) the Worst Value for such SPS Valuation Date (b) multiplied by the relevant SPS Date Weighting.

**1.11 Minimum/Maximum Values**

Any value specified in the applicable Final Terms and used in the calculation of any SPS Interest Rate, Payout and/or Entitlement Amount or related provision may be subject to a cap of the Maximum Value and/or a floor of the Minimum Value, in each case specified in the applicable Final Terms.

**1.12 General Definitions for SPS Interest Rates, Payouts and Entitlement Amounts**

**"Additional Final Payout"** means each Final Payout specified as such in the applicable Final Terms for the relevant Sum Notes or Option Max Notes and if Payout FX Conversion is specified as applicable in the applicable Final Terms, converted into the Payout Currency at the Payout FX Value, in each case specified in the applicable Final Terms;

**"Additional Final Payout Weighting"** is the number, amount or percentage specified as such in the applicable Final Terms;

**"Additional Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Barrier Percentage Strike Price"** means the percentage specified as such in the applicable Final Terms;

**"Bonus Coupon"** means the percentage specified as such in the applicable Final Terms;

**"Bonus Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 3"** means the percentage specified as such in the applicable Final Terms;

**"Constant Percentage 4"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Coupon Airbag Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Down Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Down Final Redemption Value"** means the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Down Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"EDS Barrier Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Final Redemption Condition"** means that the FR Barrier Value for the relevant SPS Valuation Date or SPS FR Barrier Valuation Period is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Condition Level;

**"Final Redemption Value"** means the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"FR Barrier Value"** means, in respect of a SPS Valuation Date or SPS Coupon Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Gear Down"** means the percentage specified as such in the applicable Final Terms;

**"Gear Up 1"** means the percentage specified as such in the applicable Final Terms;

**"Gear Up 2"** means the percentage specified as such in the applicable Final Terms;

**"Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"i"** means the relevant SPS Valuation Date or SPS Valuation Period;

**"j"** means the relevant Strike Date;

**"k"** means the relevant Underlying Reference;

**"K"** means the total number of Underlying References in the Basket;

**"Local Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Loss Percentage"** means the percentage specified as such in the applicable Final Terms;

**"m"** means the relevant SPS Valuation Date or SPS Valuation Period;

**"M"** means a series of SPS Valuation Dates or SPS Valuation Periods;

**"Min Coupon"** means the percentage specified as such in the applicable Final Terms;

**"NA"** means, in respect of a W&C Security, the Notional Amount or, in respect of a Note, the Calculation Amount;

**"nEnd days"** has the meaning given it in the applicable Final Terms;

**"nStart days"** has the meaning given it in the applicable Final Terms;

**"Payout Currency"** means the currency specified as such in the applicable Final Terms;

**"Payout FX Value"** means, in respect of a Payout Currency (a) the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Payout Currency on the Payout FX Rate Date divided by (b) the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms on the Payout FX Rate Strike Date; **"Payout FX Rate Date"** means the date specified as such in the applicable Final Terms;

**"Payout FX Rate Strike Date"** means the date specified as such in the applicable Final Terms;

**"q"** means the relevant Observation Date or SPS Valuation Date;

**"Q"** is a series of SPS Valuation Dates in SPS Valuation Period(i) or Calculation Period(i); **"Redemption Payout"** means the Final Payout specified in the applicable Final Terms.

**"SPS Date Weighting"** means, in respect of an SPS Valuation Date, the number, amount or percentage specified as such for such date in the applicable Final Terms;

**"SPS Redemption Valuation Date"** means each Averaging Date, Pricing Date and/or Settlement Price Date specified as such in the applicable Final Terms;

**"SPS Redemption Valuation Period"** means each period specified as such in the applicable Final Terms;

**"SPS Valuation Date"** means each SPS Coupon Valuation Date, SPS Redemption Valuation Date, SPS ER Valuation Date, SPS FR Valuation Date, SPS FR Barrier Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Automatic Early Expiration Valuation Date or Automatic Early Redemption Valuation Date, SPS EndDay Valuation Date, SPS StartDay Valuation Date, SPS ACS Valuation date or SPS APS Valuation Date specified in the applicable Final Terms;

**"SPS Valuation Period"** means each SPS ER Valuation Period, SPS Coupon Valuation Period, SPS FR Barrier Valuation Period, SPS FR Valuation Period, SPS Redemption Valuation Period, SPS Call Valuation Period, SPS Put Valuation Period, Automatic Early Redemption Valuation Period, Automatic Early Expiration Valuation Period, Knock-in Determination Period, Knock-out Determination Period, SPS ACS Valuation Period, SPS APS Valuation Period specified in the applicable Final Terms;

**"Strike Percentage"** means the percentage specified as such in the applicable Final Terms;

**"T"** means the relevant Observation Date or SPS Valuation Date;

**"Total M"** means the number specified as such in the applicable Final Terms;

**"Underlying Reference"** means, for the purposes of the SPS Payouts, Interest Rates and Entitlement Amounts, each Index, Share, ETI, Commodity, Commodity Index, Fund, Underlying Interest Rate, Inflation Index or Future or other basis of reference to which the relevant Notes relate;

**"Underlying Reference Weighting"** means, in respect of an Underlying Reference, the number, amount or percentage specified as such for such Underlying Reference in the applicable Final Terms; and

**"Up Cap Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Up Fixed Redemption Value"** means the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms; and

**"Up Strike Percentage"** means the percentage specified as such in the applicable Final Terms.

## 2. FIXED INCOME INTEREST RATES AND PAYOUTS

## 2.1 Fixed Income Interest Rates

The following Rate of Interest will apply to the Notes if specified in the applicable Final Terms:

### (a) FI Digital Coupon

If FI Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) if the FI Digital Coupon Condition is satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min} \left( \text{Global Cap A}, \text{Max} \left( \text{Global Floor A}, \left( \sum_{i=1}^n \text{Gearing A}_{(i)} \times \text{FI Rate A}_{(i)} \right) + \text{Constant A} \right) \right); \text{ or}$$

- (ii) if the FI Digital Coupon Condition is not satisfied in respect of the relevant FI Interest Valuation Date:

$$\text{Min} \left( \text{Global Cap B}, \text{Max} \left( \text{Global Floor B}, \left( \sum_{i=1}^n \text{Gearing B}_{(i)} \times \text{FI Rate B}_{(i)} \right) + \text{Constant B} \right) \right)$$

### (b) Range Accrual Coupon

If Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$\text{Min} \left\{ \text{Global Cap}, \text{Max} \left[ \text{Global Floor}, \text{Min} \left( \text{Local Cap}, \text{Max} \left[ \text{Local Floor}, \left( \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right) \times \frac{n}{N} \right] \right) \right] \right\}$$

Where:

"n" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"N" is the number of Range Accrual Days in the relevant Range Period.

If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value on the Range Cut-off Date.

### (c) Combination Floater Coupon

If Combination Floater is specified as applicable in the applicable Final Terms:

$$\text{Min} \left( \text{Global Cap}, \text{Max} \left( \text{Global Floor}, \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right) \right)$$

### (d) PRDC Coupon

If PRDC Coupon is specified as applicable in the applicable Final Terms:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:

- (A) if no Knock-in Event has occurred, 0 (zero); or  
 (B) if a Knock-in Event has occurred:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (\text{Coupon Percentage 1} \times \text{PRDC Performance}) - \text{Coupon Percentage 2}));$$

- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:

$$\text{Min} (\text{Cap}, \text{Max} (\text{Floor}, (\text{Coupon Percentage 1} \times \text{PRDC Performance}) - \text{Coupon Percentage 2}));$$

- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:  
 Min (Cap, Max (Floor, (Coupon Percentage 1 x PRDC Performance) - Coupon Percentage 2));
  - (B) if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero);

Where:

**"PRDC Performance"** means the quotient of the Final Settlement Price (as numerator) and the Initial Settlement Price (as denominator).

(e) **FI Digital Floor Coupon**

If the Notes are specified in the applicable Final Terms as being FI Digital Floor Coupon Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero);
  - (B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
 Digital Floor Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
 Digital Floor Percentage 2.
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
 Digital Floor Percentage 1; or
  - (B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
 Digital Floor Percentage 2; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
 Digital Floor Percentage 1;
  - (C) in all other cases:  
 Digital Floor Percentage 2.

(f) **FI Digital Cap Coupon**

If the Notes are specified in the applicable Final Terms as being FI Digital Cap Coupon Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero);

- (B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
    - (C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 2; or
  - (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
    - (A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
    - (B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 2; or
  - (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
    - if no Knock-in Event has occurred, 0 (zero); or
    - (A) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1;
    - (B) in all other cases:  
Digital Cap Percentage 2.
- (g) **FI Target Coupon**  
If the Notes are specified in the applicable Final Terms as being FI Target Coupon Notes and an Automatic Early Redemption Event has not occurred, the Rate of Interest in respect of the Target Final Interest Period shall be the Final Interest Rate specified in the applicable Final Terms:
  - (i) in respect of each Interest Period other than the Target Final Interest Period, the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms.

## 2.2 Definitions for Fixed Income Interest Rates

"**Cap**" means the percentage specified as such in the applicable Final Terms;

"**Constant A**" means the percentage specified as such in the applicable Final Terms;

"**Constant B**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Percentage 1**" means the percentage specified as such in the applicable Final Terms;

"**Coupon Percentage 2**" means the percentage specified as such in the applicable Final Terms;

"**FI Lower Barrier Level**" means, in respect of an Underlying Reference, the number, level or percentage specified as such in the applicable Final Terms;

"**FI DC Barrier Value**" means, in respect of a FI Interest Valuation Date and an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference;

"**FI Digital Coupon Condition**" means:



- (a) in respect of Underlying Reference 1, that the FI DC Barrier Value for such Underlying Reference for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level and (ii) if a FI Lower Barrier Level is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level; and
- (b) if Underlying Reference 2 is specified as applicable in the applicable Final Terms, in respect of Underlying Reference 2, that the FI DC Barrier Value for such Underlying Reference for the relevant FI Interest Valuation Date is (i)(a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Upper Barrier Level and (ii) if a FI Lower Barrier Level is specified in the applicable Final Terms, (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the FI Lower Barrier Level;

**"FI Interest Valuation Date"** means each Underlying Interest Determination Date, Determination Valuation Date, Pricing Date, Averaging Date, Valuation Date, Interest Valuation Date and/or Settlement Price Date specified as such in the applicable Final Terms or each Range Accrual Day;

**"FI Rate"** means the Rate or Inflation Rate as specified in the applicable Final Terms;

**"FI Rate A"** means the Rate or Inflation Rate as specified in the applicable Final Terms;

**"FI Rate B"** means the Rate or Inflation Rate as specified in the applicable Final Terms;

**"FI Upper Barrier Level"** means, in respect of an Underlying Reference, the number, level or percentage specified as such in the applicable Final Terms;

**"Floor"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap A"** means the percentage specified as such in the applicable Final Terms;

**"Global Cap B"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor A"** means the percentage specified as such in the applicable Final Terms;

**"Global Floor B"** means the percentage specified as such in the applicable Final Terms;

**"Global Margin"** means the percentage specified as such in the applicable Final Terms;

**"Local Cap"** means the percentage specified as such in the applicable Final Terms;

**"Local Floor"** means the percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Barrier Level Down"** means in respect of an Underlying Reference, the percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Barrier Level Up"** means in respect of an Underlying Reference, the percentage specified as such in the applicable Final Terms;

**"Range Accrual Coupon Condition"** means, in respect of an Underlying Reference:

- (a) in respect of Underlying Reference 1, that the FI DC Barrier Value for such Underlying Reference for the relevant Range Accrual Day is (a)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (b) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up; or or

- (b) if Underlying Reference 2 is specified as applicable in the applicable Final Terms, in respect of Underlying Reference 2, that the FI DC Barrier Value for such Underlying Reference for the relevant Range Accrual Day is (a)(i) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Down and (b) if a Range Accrual Coupon Barrier Level Up is specified in the applicable Final Terms, (ii) greater than, (ii) less than, (iii) equal to or greater than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant Range Accrual Coupon Barrier Level Up;

**"Range Accrual Day"** means a Scheduled Trading Day, Business Day, Underlying Interest Determination Day or calendar day, as specified in the applicable Final Terms;

**"Range Cut-off Date"** means the date specified as such in the applicable Final Terms;

**"Range Period"** means the period specified as such in the applicable Final Terms;

**"Range Period End Date"** means the date specified as such in the applicable Final Terms;

**"Rate"** means, in respect of a FI Interest Valuation Date, the fixed rate specified in or the floating rate calculated as provided in, the applicable Final Terms;

**"Target Coupon Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Target Determination Date"** means each date specified as such in the applicable Final Terms;

**"Target Final Interest Period"** means the Interest Period ending on the Maturity Date; and

**"YoY Inflation Rate"** means  $[\text{Inflation Index}_{(t)}/\text{Inflation Index}_{(t-1)}] - 1$ .

### 2.3 Fixed Income Final Payouts

The following final payouts which when multiplied by the applicable NA (each a **"Final Payout"**) will apply to the Notes if specified in the applicable Final Terms.

#### (a) FI FX Vanilla Notes

If the Notes are specified in the applicable Final Terms as being FI FX Vanilla Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
- (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred:  
Gearing x Option;
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:  
Gearing x Option;
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
- (A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:  
Gearing x Option;
  - (B) if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, 0 (zero).

Where:

**"Option"** means  $\text{Max}(\text{Performance Value}, \text{Floor})$ .

#### (b) FI Digital Floor Notes

If the Notes are specified in the applicable Final Terms as being FI Digital Floor Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero);
  - (B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Floor Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Floor Percentage 2.
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Floor Percentage 1; or
  - (B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Floor Percentage 2; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Floor Percentage 1; or
  - (C) in all other cases:  
Digital Floor Percentage 2.

(c) **FI Digital Cap Notes**

If the Notes are specified in the applicable Final Terms as being FI Digital Cap Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero);
  - (B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Cap Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Cap Percentage 2; or
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Cap Percentage 1; or
  - (B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Cap Percentage 2; or

- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Cap Percentage 1; or
  - (C) in all other cases:  
Digital Cap Percentage 2.

(d) **FI Digital Plus Notes**

If the Notes are specified in the applicable Final Terms as being FI Digital Plus Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (C) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Plus Percentage 2;
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (B) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
Digital Plus Percentage 2;
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (C) in all other cases:  
Digital Plus Percentage 2.

(e) **FI Inflation Notes**

If the Notes are specified in the applicable Final Terms as being FI Inflation Notes:

Max [100%, Cumulative Inflation Rate]

**2.4 Fixed Income Automatic Early Redemption Payouts**

If Automatic Early Redemption is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Automatic Early Redemption Payout shall be:

- (a) If Target Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA x (100% + Final Interest Rate);

- (b) If FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA

- (c) If FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms,

NA x (100% + (Min (Coupon Cap, Final Coupon Rate) x Final Day Count Fraction)).

## 2.5 Definitions for Fixed Income Automatic Early Redemption Payouts

**"Coupon Cap"** means the percentage specified as such in the applicable Final Terms;

**"Cumulative Inflation Rate"** means Inflation Index(i)/Inflation Index(base);

**"Final Interest Rate"** means:

- (a) if Capped and Guaranteed Applicable is specified in the applicable Final Terms, the Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable less Paid Coupon;

- (b) if Capped and Guaranteed Not Applicable is specified in the applicable Final Terms, the product of the Final Coupon Rate and the Final Day Count Fraction;

- (c) if Capped Only is specified in the applicable Final Terms:

Min (Final Coupon Rate x Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable – Paid Coupon);

- (d) If Guaranteed Only is specified in the applicable Final Terms:

Max (Final Coupon Rate x Final Day Count Fraction, Automatic Early Redemption Percentage or Target Coupon Percentage, as applicable – Paid Coupon).

## 2.6 General definitions for Fixed Income Interest Rates, Final Payouts and Automatic Early Redemption Payouts

**"Best Value"** means, in respect of a FI Valuation Date, the highest Performance Value for any Subject Currency in the basket in respect of such FI Valuation Date;

**"Current Interest Period"** means the Interest Period in which the relevant Automatic Early Redemption Valuation Date or in the case of the calculation of the FI Target Coupon, the Target Final Interest Period;

**"Digital Cap Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Cap Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Floor Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 1"** means the percentage specified as such in the applicable Final Terms;

**"Digital Plus Percentage 2"** means the percentage specified as such in the applicable Final Terms;

**"FI Digital Cap Condition"** means the FI Digital Value for the relevant FI Valuation Date is greater than or equal to the FI Digital Cap Level;

**"FI Digital Cap Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Floor Condition"** means the FI Digital Value for the relevant FI Valuation Date is less than or equal to the FI Digital Floor Level;

**"FI Digital Floor Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Plus Condition"** means the FI Digital Value for the relevant FI Valuation Date is greater than the FI Digital Plus Level;

**"FI Digital Plus Level"** means (a) the FX Digital Level or (b) the level specified as such, in each case, as specified in the applicable Final Terms;

**"FI Digital Value"** means, in respect of a FI Valuation Date, the Performance Value, Worst Value, Best Value, Multi-Basket Value or Weighted Average FI Basket Value as specified in the applicable Final Terms;

**"FI Redemption Valuation Date"** means each Settlement Price Date specified as such in the applicable Final Terms;

**"FI Valuation Date"** means each FI Redemption Valuation Date or an FI Interest Valuation Date specified in the applicable Final Terms;

**"FI Weighting"** means, in respect of a Subject Currency, the number, amount or percentage specified as such for such Subject Currency in the applicable Final Terms;

**"Final Coupon Rate"** means the Rate of Interest calculated in respect of the Current Interest Period or Target Final Interest Period, as applicable (the **"Final Interest Period"**);

**"Final Day Count Fraction"** means the Day Count Fraction applicable to the Final Interest Period;

**"Final Settlement Price"** means (i) if Averaging is specified as not applicable in the applicable Final Terms, the Settlement Price on the relevant FI Valuation Date or (ii) if Averaging is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all Averaging Dates;

**"Floor"** means the percentage specified as such in the applicable Final Terms;

**"G"** means, in respect of a Subject Currency, the percentage specified as such for such Subject Currency in the applicable Final Terms;

**"Gearing"** means the percentage specified as such in the applicable Final Terms;

**"Gearing A"** means the percentage specified as such in the applicable Final Terms;

**"Gearing B"** means the percentage specified as such in the applicable Final Terms;

**"Initial Settlement Price"** means, in respect of a Subject Currency:

- (a) the amount specified as such in the applicable Final Terms; or
- (b) if Initial Closing Value is specified as applicable in the applicable Final Terms, the Settlement Price for such Subject Currency on the Strike Date; or
- (c) if Initial Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for such Subject Currency for all the Strike Days in the Strike Period.

**"Inflation Index(i)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference in respect of the relevant FI Valuation Date;

**"Inflation Index(i-1)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the immediately preceding FI Valuation Date (or, if none, the Strike Date);

**"Inflation Index(base)"** means, in respect of an Underlying Reference, the Underlying Reference Closing Value for such Underlying Reference on the Strike Date;

**"Inflation Rate"** means, in respect of a FI Valuation Date, YoY Inflation Rate or Cumulative Inflation Rate, as specified in the applicable Final Terms;

**"Multi-Basket Value"** means, in respect of a FI Valuation Date:

$$\sum_{j=1}^m \sum_{i=1}^n G_j * (W_i * Performance Value_i)$$

**"NA"** means, in respect of a W&C Security, the Notional Amount or, in respect of a Note, the Calculation Amount;

**"Paid Coupon"** means, in respect of an Automatic Early Redemption Valuation Date or Target Determination Date, the sum of the values calculated for each Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case calculated for such Interest Period preceding the Current Interest Period (in the case of an Automatic Early Redemption Valuation Date) or the Target Final Interest Period (in the case of a Target Determination Date);

**"Performance Value"** means, in respect of an FI Valuation Date:

- (a) if Performance Value 1 is specified in the applicable Final Terms, Final Settlement Price – Initial Settlement Price;
- (b) if Performance Value 2 is specified in the applicable Final Terms, Initial Settlement Price – Final Settlement Price;
- (c) if Performance Value 3 is specified in the applicable Final Terms,  $\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Final Settlement Price}}$ ;
- (d) if Performance Value 4 is specified in the applicable Final Terms,  $\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Final Settlement Price}}$ ;
- (e) if Performance Value 5 is specified in the applicable Final Terms,  $\left(\frac{1}{\text{Initial Settlement Price}}\right) - \left(\frac{1}{\text{Final Settlement Price}}\right)$ ;
- (f) if Performance Value 6 is specified in the applicable Final Terms,  $\left(\frac{1}{\text{Final Settlement Price}}\right) - \left(\frac{1}{\text{Initial Settlement Price}}\right)$ ;
- (g) if Performance Value 7 is specified in the applicable Final Terms,  $\frac{(\text{Final Settlement Price} - \text{Initial Settlement Price})}{\text{Initial Settlement Price}}$ ;
- (h) if Performance Value 8 is specified in the applicable Final Terms,  $\frac{(\text{Initial Settlement Price} - \text{Final Settlement Price})}{\text{Initial Settlement Price}}$ ;
- (i) if Performance Value 9 is specified in the applicable Final Terms,  $\frac{\text{Final Settlement Price}}{\text{Initial Settlement Price}}$ ;
- (j) if Performance Value 10 is specified in the applicable Final Terms,

$$\frac{\text{Initial Settlement Price}}{\text{Final Settlement Price}}$$

**"Underlying Reference"** means, for the purposes of the Fixed Income Payouts, each Inflation Index, Subject Currency, Underlying Interest Rate or other basis of reference to which the relevant Notes relate;

**"Underlying Reference 1"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference 2"** means the Underlying Reference specified as such in the applicable Final Terms;

**"Underlying Reference Closing Value"** means, in respect of a FI Interest Valuation Date:

- (a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions); or
- (b) if the relevant Underlying Reference is a rate of interest, the Reference Rate,

in each case in respect of such day;

**"W"** means, in respect of a Subject Currency, the FI Weighting for such Subject Currency;

**"Weighted Average FI Basket Value"** means, in respect of a FI Valuation Date, the sum of the values calculated for each Subject Currency in the basket as (a) the Performance Value for such Subject Currency for such FI Valuation Date (b) multiplied by the relevant FI Weighting;

**"Worst Value"** means, in respect of a FI Valuation Date, the lowest Performance Value for any Subject Currency in the basket in respect of such FI Valuation Date.

### 3. FORMULAE CONSTITUENTS AND COMPLETION

The constituent parts (each a **"Formula Constituent"**) of any formula (each a **"Formula"**) used in the Payout Conditions and which are to be specified in the applicable Final Terms may be replaced in the applicable Final Terms by the prescribed amount, level, percentage or other value, as applicable for such Formula Constituent.

If a Formula Constituent has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant Notes, then the related Formula may be simplified in the applicable Final Terms by deleting such Formula Constituent.

### 4. Calculation Agent

The calculation or determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to these Payout Conditions shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to these Payout Conditions, the Calculation Agent shall act in good faith and in a commercially reasonable manner. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and neither the Calculation Agent nor the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.



## ANNEX 2

### ADDITIONAL TERMS AND CONDITIONS FOR INDEX LINKED NOTES

The terms and conditions applicable to Index Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Index Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Index Linked Conditions, the Index Linked Conditions set out below shall prevail.

#### 1. Market Disruption

"**Market Disruption Event**" means:-

- (a) in respect of a Composite Index either:
  - (i) (A) the occurrence or existence, in respect of any Component Security, of:
    - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
    - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
    - (3) an Early Closure in respect of such Component Security; and
  - (B) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to such Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of such Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data"; and

- (b) in the case of Indices other than Composite Indices, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a security included in such Index at any time, then the relevant percentage contribution of that security to the level of such Index shall be

based on a comparison of (x) the portion of the level of such Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event. The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date, as the case may be.

## 2. Adjustments to an Index

### 2.1 Successor Index Sponsor Calculates and Reports an Index

If a relevant Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "**Successor Index**") will be deemed to be the Index.

### 2.2 Modification and Cessation of Calculation of an Index

If (i) on or prior to the last Averaging Date, last Observation Date, last Valuation Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**"), or (ii) on an Averaging Date, an Observation Date, a Valuation Date, a Knock-in Determination Day or Knock-out Determination Day, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Index (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**"), then,

- (a) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant value, level or price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event; or
- (b) unless Delayed Redemption on the Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, on giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note taking into account the Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or
- (c) if Delayed Redemption on the Occurrence of Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate

the fair market value of each Note taking into account the Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Index Adjustment Amount**") as soon as practicable following the occurrence of the Index Adjustment Event (the "**Calculated Index Adjustment Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Index Adjustment Amount plus interest accrued from and including the Calculated Index Adjustment Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, at its nominal amount.

### **2.3 Notice**

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph 2.2 above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Noteholders copies of any such determinations.

### **3. Correction of Index**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the level of an Index, if the level of the Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Index Sponsor or (if applicable) the relevant Successor Index Sponsor, (i) in respect of a Composite Index, no later than five Exchange Business Days following the date of the original publication or, (ii) in respect of an Index which is not a Composite Index, within the number of days equal to the Index Correction Period of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the level of the Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### **4. Additional Disruption Events and Optional Additional Disruption Events**

4.1 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a), (b) or (if applicable) (c) below:

- (a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, and determine the effective date of that adjustment; or
- (b) unless Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, is specified as being applicable in the applicable Final Terms, redeem the Notes by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or

- (c) if Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Additional Disruption Amount**") as soon as practicable following the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, (the "**Calculated Additional Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to Issuer's the funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, at its nominal amount.
- 4.2 Upon the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with Condition 12 of the Terms and Conditions for the English Law Notes or Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto.
- 5. Knock-in Event and Knock-out Event**
- 5.1 If "**Knock-in Event**" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.
- 5.2 If "**Knock-out Event**" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.
- 5.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time the level of the Index triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level of the Index as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".
- 5.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the level of the Index triggers the Knock-in Level or the Knock-out Level, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level of the Index as at the Knock-in Valuation Time or Knock-out

Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".

## 5.5 Definitions

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Index, that the level of the Index determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; and
  - (ii) in respect of a Basket of Indices, that the amount determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (x) the level of such Index as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A)(a) "greater than", (b) "greater than or equal to", (c) "less than" or (d) "less than or equal to" the Knock-in Level; or (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of any knock-in Determination Period, as specified in the applicable Final Terms.

**"Knock-in Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Index Linked Condition 1 and Index Linked Condition 2.

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range Level"** means the range of levels specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Index Linked Condition 1 (Market Disruption) and Index Linked Condition 2 (Adjustments to an Index);

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

**"Knock-out Determination Day"** means the date(s) as specified in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Index, that the level of the Index determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is; and
  - (ii) in respect of a Basket of Indices, that the amount determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (x) the level of such Index as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms.

**"Knock-out Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of Index Linked Condition 1 and Index Linked Condition 2 above.

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## **6. Automatic Early Redemption Event**

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

## Definitions

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

**"Automatic Early Redemption Event"** means:

(a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or

(b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms,

(i) in case of a single Index that the level of the Index determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date is, and (ii) in the case of a Basket of Indices, the amount determined by the Calculation Agent equal to the sum of the values of each Index as the product of (x) the level of such Index as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date and (y) the relevant Weighting is,

in each case (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level as specified in the Final Terms.

**"Automatic Early Redemption Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to "Adjustment to the Index" set forth in Index Linked Condition 2 above.

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date".

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

## 7. Definitions

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption.

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

**"Averaging Date"** means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

(a) If "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant value, level or price provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "**Valuation Date**" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or

- (b) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "**Valuation Date**" will apply for the purposes of determining the relevant level, price, value or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
  - (i) where the Notes are Index Linked Notes relating to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant amount, level, value or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "**Valuation Date**" below;
  - (ii) where the Notes are Index Linked Notes relating to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred for a number of consecutive Scheduled Trading days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date) in respect of such Index, and (B) the Calculation Agent shall determine the relevant value, level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "**Valuation Date**" below; and
  - (iii) for the purposes of these Terms and Conditions "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

"**Basket of Indices**" means a basket composed of each Index specified in the applicable Final Terms in the weightings specified in the applicable Final Terms.

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge positions relating to an Index); or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Notes in issue or in holding, acquiring or disposing of any relevant hedge position relating to an Index.



**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant securities.

**"Clearance System Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Closing Level"** means, in respect of an Index and a Scheduled Trading Day, the official closing level of such Index on such day as determined by the Calculation Agent, subject as provided in Index Linked Condition 2 (Adjustments to an Index).

**"Component Security"** means, in respect of a Composite Index, each component security of such Index.

**"Composite Index"** means any Index specified as such in the applicable Final Terms, or if not specified, any Index the Calculation Agent determines as such.

**"Disrupted Day"** means:

- (a) in the case of a Composite Index, any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred; and
- (b) in the case of any Index which is not a Composite Index, any Scheduled Trading Day on which (i) the relevant Exchange and/or any Related Exchange fails to open for trading during their regular trading session or (ii) a Market Disruption Event has occurred.

**"Early Closure"** means:

- (a) in the case of a Composite Index, the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day; and
- (b) in the case of any Index which is not a Composite Index, the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**"Exchange"** means:

- (a) in the case of a Composite Index, in respect of each Component Security, the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent; and
- (b) in the case of any Index which is not a Composite Index, in respect of such Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities comprising such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities comprising such Index on

such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single Index, Exchange Business Day (Single Index Basis) or (ii) in the case of a Basket of Indices, (a) Exchange Business Day (All Indices Basis) or (b) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Exchange Business Day (All Indices Basis) shall apply.

**"Exchange Business Day (All Indices Basis)"** means any Scheduled Trading Day on which (i) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange are open for trading during their respective regular trading sessions in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (ii) in respect of any Composite Indices, (a) the Index Sponsor publishes the level of such Composite Indices and (b) each Related Exchange (if any) is open for trading during its regular trading session in respect of such Composite Indices, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Per Index Basis)"** means:

- (a) in the case of any Composite Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of such Composite Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time; and
- (b) in any other case, any Scheduled Trading Day on which the relevant Exchange and Related Exchange in respect of such Index are open for trading during their respective regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Business Day (Single Index Basis)"** means any Scheduled Trading Day on which (i) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (ii) in respect of a Composite Index (a) the relevant Index Sponsor publishes the level of such Composite Index and (b) the relevant Related Exchange, if any, is open for trading during their regular trading session in respect of such Composite Index, notwithstanding such Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Disruption"** means:

- (a) in the case of any Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (A) any Component Security on the Exchange in respect of such Component Security; or (B) in futures or options contracts relating to such Index on the Related Exchange; and
- (b) in the case of any Index which is not a Composite Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for on any relevant Exchange(s) in securities that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange.

**"Hedging Disruption"** means that the Issuer, and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer or issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or futures or option contract(s) or any relevant hedge positions relating to an Index.

**"Hedging Shares"** means the number of securities comprised in an Index that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging.

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any security comprised in an Index that is greater than the Initial Stock Loan Rate.

**"Index"** and **"Indices"** mean, subject to adjustment in accordance with these Index Linked Conditions, the index or indices specified in the applicable Final Terms and related expressions shall be construed accordingly.

**"Index Correction Period"** means (i) the period specified in the applicable Final Terms, or (ii) if none is so specified, one Settlement Cycle.

**"Index Sponsor"** means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms.

**"Initial Stock Loan Rate"** means, in respect of a security comprised in an Index, the initial stock loan rate specified in relation to such security in the applicable Final Terms.

**"Intraday Level"** means, in respect of an Index and any time on a Scheduled Trading Day, the level of such Index at such time on such day as determined by the Calculation Agent, subject as provided in Index Linked Condition 2 (Adjustments to an Index).

**"Loss of Stock Borrow"** means that the Issuer and/or any affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any securities comprised in an Index in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

**"Maximum Stock Loan Rate"** means, in respect of a security comprised in an Index, the Maximum Stock Loan Rate specified in the applicable Final Terms.

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date".

**"Observation Period"** means the period specified as the Observation Period in the applicable Final Terms.

**"Optional Additional Disruption Event"** means any of Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow, in each case if specified in the applicable Final Terms.

**"Related Exchange"** means, in relation to an Index, each exchange or quotation system on which option contracts or futures contracts relating to such Index are traded, or each exchange or quotation system specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in "Valuation Time" below.

**"Scheduled Strike Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

**"Scheduled Trading Day"** means either (i) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (ii) in the case of a Basket of Indices, (a) Scheduled Trading Day (All Indices Basis) or (b) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Indices Basis) shall apply.

**"Scheduled Trading Day (All Indices Basis)"** means (i) in respect of any Index which is not a Composite Index, any day on which each Exchange and each Related Exchange in respect of each such Index are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of any Composite Index, any day on which (a) the Index Sponsor is scheduled to publish the level of such Composite Index and (b) each Related Exchange is scheduled to be open for trading during its regular trading session in respect of such Composite Index.

**"Scheduled Trading Day (Per Index Basis)"** means:

- (a) in respect of any Composite Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session; and
- (b) in any other case, any day on which the relevant Exchange and Related Exchange in respect of such Index are scheduled to be open for trading for their respective regular trading session(s).

**"Scheduled Trading Day (Single Index Basis)"** means any day on which (i) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s), and (ii) in respect of a Composite Index (a) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (b) the relevant Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index.

**"Scheduled Valuation Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

**"Screen Page"** means the page specified in the applicable Final Terms, or any successor page or service thereto.

**"Settlement Cycle"** means, in respect of an Index, the period of Clearance System Days following a trade in the security comprising such Index on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Price"** means, unless otherwise specified in the applicable Final Terms, and subject as referred to in "Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

- (a) in the case of Index Linked Notes relating to a single Index, an amount equal to the official closing level of the Index or, in relation to a Composite Index, the official closing level of such Index as published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date; and
- (b) in the case of Index Linked Notes relating to a Basket of Indices and in respect of each Index comprising the Basket of Indices, an amount equal to the official closing level of such Index or, in relation to a Composite Index, the official closing level of such Index as published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting;

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date as the case may be.

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

**"Strike Date"** means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Index Linked Notes relating to a single Index, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant level or price by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
- (b) in the case of Index Linked Notes relating to a Basket of Indices, the Strike Date for each Index, not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and the Strike Date for each Index, affected (each an "**Affected Item**") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the Affected Item,

notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant level or price using, in relation to the Affected Item, the level or value as applicable, using the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day".

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Trading Disruption"** means:

- (a) in the case of a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange; and
- (b) in the case of an Index which is not a Composite Index, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to securities that comprise 20 per cent. or more of the level of such Index on any relevant Exchange(s) or (b) in futures or options contracts relating to such Index on any relevant Related Exchange.

**"Valuation Date"** means the Interest Valuation Date and/or the Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Index Linked Notes relating to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day); or
- (b) in the case of Index Linked Notes relating to a Basket of Indices, the Valuation Date for each Index, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, affected (each an

"Affected Item") by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the Settlement Price using, in relation to the Affected Item, the level or value as applicable, determined using the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the Valuation Time on the last such consecutive Scheduled Trading Day) and otherwise in accordance with the above provisions.

"Valuation Time" means:

- (a) the Interest Valuation Time or the Valuation Time, as the case may be, specified in the applicable Final Terms; or
- (b) if not specified in the applicable Final Terms:
  - (x) in the case of a Composite Index, means in respect of such Index: (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor; or
  - (y) in the case of any Index which is not a Composite Index, means the Scheduled Closing Time on the Exchange on the relevant date. If the Exchange closes prior to its Scheduled Closing Time and the specified Interest Valuation Time or Valuation Time, as the case may be, is after the actual closing time for its regular trading session, then the Interest Valuation Time or Valuation Time, as the case may be, shall be such actual closing time.

## 8. Custom Index

Index Linked Conditions 9 to 14 apply if "Custom Index" is specified as applicable in the applicable Final Terms. In the event of any inconsistency between the provisions of Index Linked Conditions 9 to 14 and the other Index Linked Conditions, the provisions of Index Linked Conditions 9 to 14 shall prevail.

## 9. Adjustments to a Custom Index and Custom Index Disruption

### 9.1 Successor Index Sponsor Calculates and Reports an Index

If a relevant Custom Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor custom index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Custom Index, then in each case that custom index (the "**Successor Custom Index**") will be deemed to be the Custom Index.

### 9.2 Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption

If (i) on or prior to the last Valuation Date, the last Observation Date or the last Averaging Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Custom Index or in any other way materially modifies that Custom Index (other than a modification prescribed in that formula or method to maintain that Custom Index in the event of changes in constituent components and capitalisation, contracts or commodities and other routine events) (a "**Custom Index Modification**"), or permanently cancels a relevant Custom Index and no Successor Custom Index exists (a "**Custom Index Cancellation**"), or (ii) on a Valuation Date, an Observation Date or an Averaging Date, the Index Sponsor or (if applicable) the Successor Custom Index Sponsor fails to calculate and announce a relevant Custom Index or it is not a Custom Index Business Day (a "**Custom Index Disruption**" and, together with a Custom Index Modification and a Custom Index Cancellation, each a "**Custom Index Adjustment Event**"), then:

- (a) in the case of Custom Index Linked Notes relating to a single Custom Index where Scheduled Custom Index Business Days (Single Custom Index Basis) is specified as applicable in the applicable Final Terms, then:
  - (i) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then such Valuation Date, Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption is not occurring, unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, notwithstanding the Custom Index Disruption and the Calculation Agent shall determine the relevant level, value or price by using commercially reasonable efforts to determine the level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index;
  - (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date), the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Notes and, if so:
    - (A) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an



Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) and may determine the relevant level, value or price by using commercially reasonable efforts to determine a level of the Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index; or

- (B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Noteholders and such index shall become the Successor Custom Index and shall be deemed to be the "Custom Index" for the purpose of the Notes and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Notes to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (D) unless Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each redeemed Note being redeemed at an amount equal to the fair market value of each Note, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or
- (E) if Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Custom Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time; or

- (F) in the case of a Custom Index Modification which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of the Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.
- (b) in the case of Custom Index Linked Notes relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (All Custom Indices Basis) is specified as applicable in the applicable Final Terms, then:
  - (i) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring in respect of any Custom Index (each an “**Affected Custom Index**”) on the last Valuation Date, last Averaging Date or last Observation Date, then such Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption is not occurring in respect of any of the Custom Indices in the Basket, unless there is a Custom Index Disruption in respect of any one of the Custom Indices in the Basket on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket, notwithstanding the Custom Index Disruption in respect of an Affected Custom Index and the Calculation Agent shall determine the relevant level, value or price by using (X) in respect of any Custom Index which is not an Affected Custom Index, the method provided for in part (a) of the definition of “Settlement Price” contained in Index Linked Condition 14 and (Y) in respect of any Custom Index in the Basket which is an Affected Custom Index, commercially reasonable efforts to determine the level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index;
  - (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption (which in the latter case occurs or is occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date) the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Notes and, if so:
    - (A) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, for all Custom Indices in the Basket shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) on which a Custom Index Disruption is not occurring in respect of any Custom Index (each an

“Affected Custom Index”) comprised in the Basket unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) for all Custom Indices in the Basket and may determine the Settlement Price by using (X) in respect of any Custom Index in the Basket which is not an Affected Custom Index, the method provided for in part (a) of the definition of “Settlement Price” contained in Index Linked Condition 14 (Definitions) below and (Y) in respect of any Custom Index in the Basket which is an Affected Custom Index, commercially reasonable efforts to determine a level of the relevant Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index; or

- (B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Noteholders and such index shall become the Successor Custom Index and shall be deemed to be a "Custom Index" for the purpose of the Notes and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Notes to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (D) unless Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes in which case it will so notify the Issuer and the Issuer will give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each redeemed Note being redeemed at an amount equal to the fair market value of each Note, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or

- (E) if Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Custom Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time; or
  - (F) in the case of a Custom Index Modification which occurs in respect of a Custom Index in the Basket which occurs on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.
- (c) in the case of Custom Index Linked Notes relating to a Basket of Custom Indices where Scheduled Custom Index Business Days (Per Custom Index Basis) is specified as applicable in the applicable Final Terms, then:
  - (i) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the last Valuation Date, last Averaging Date or last Observation Date, then the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index not affected by the occurrence of the Custom Index Disruption shall be the scheduled last Valuation Date, last Averaging Date or last Observation Date, as the case may be, and the Valuation Date, Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket affected by the Custom Index Disruption (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day on which a Custom Index Disruption is not occurring in respect of such Affected Custom Index, unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Valuation Date, Averaging Date or Observation Date, as the case may be, in which case the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Valuation Date, Averaging Date or Observation Date, as the case may be, for the relevant Affected Custom Index and the Calculation Agent shall determine the relevant level, value or price by using commercially reasonable efforts to determine the level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Affected Custom Index;
  - (ii) following a Custom Index Modification or Custom Index Cancellation at any time or a Custom Index Disruption (which in the latter case occurs or is

occurring on the Strike Date, an Averaging Date (other than the last Averaging Date), an Observation Date (other than the last Observation Date) or a Valuation Date (other than the last Valuation Date), the Calculation Agent shall determine if such Custom Index Adjustment Event has a material effect on the Notes and, if so:

- (A) if the Custom Index Adjustment Event is a Custom Index Disruption which occurs or is occurring on the Strike Date, an Averaging Date or Observation Date, the Calculation Agent may determine that the Strike Date, relevant Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket not affected by the occurrence of the Custom Index Disruption shall be the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, and the Strike Date, Averaging Date or Observation Date, as the case may be, for each Custom Index in the Basket affected by the Custom Index Disruption (each an "**Affected Custom Index**") shall be the first succeeding Scheduled Custom Index Business Day (in the case of the Strike Date) or Valid Date (in the case of an Averaging Date or Observation Date, as the case may be) on which a Custom Index Disruption is not occurring in respect of such Affected Custom Index unless there is a Custom Index Disruption on each of the number of consecutive Scheduled Custom Index Business Days equal to the Specified Maximum Days of Disruption immediately following the scheduled Strike Date, Averaging Date or Observation Date, as the case may be, in which case the Calculation Agent may determine that the last such consecutive Scheduled Custom Index Business Day shall be deemed to be the Strike Date, Averaging Date or Observation Date, as the case may be (irrespective, in the case of an Averaging Date or Observation Date, of whether that last consecutive Scheduled Custom Index Business Day is already an Averaging Date or Observation Date, as the case may be) for the relevant Affected Custom index and may determine the relevant level, value or price by using commercially reasonable efforts to determine a level of the relevant Affected Custom Index as of the Valuation Time on the last such consecutive Scheduled Custom Index Business Day in accordance with the formulae for and method of calculating the relevant Affected Custom Index last in effect prior to the occurrence of the Custom Index Disruption and using its good faith estimate of the value for the components of the Custom Index; or
- (B) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index and, upon selection of such index, the Calculation Agent shall promptly notify the Noteholders and such index shall become the Successor Custom Index and shall be deemed to be a "Custom Index" for the purpose of the Notes and the Calculation Agent will make such adjustment, if any, to one or more of the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate; or
- (C) the Calculation Agent may determine in its sole and absolute discretion such other appropriate adjustments, if any, to be made to the terms of the Notes to account for the Custom Index Adjustment Event and determine the effective date of those adjustments; or
- (D) unless Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent may require the Issuer to redeem the Notes in which case it will so notify the Issuer and the Issuer will

give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each redeemed Note being redeemed at an amount equal to the fair market value of a Note, taking into account the Custom Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or

- (E) if Delayed Redemption on the Occurrence of Custom Index Adjustment Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Custom Index Adjustment Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Custom Index Adjustment Event Amount**") as soon as practicable following the occurrence of the Custom Index Adjustment Event (the "**Calculated Custom Index Adjustment Event Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Custom Index Adjustment Event Amount plus interest accrued from and including the Calculated Custom Index Adjustment Event Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time; or
- (F) in the case of a Custom Index Modification which occurs in respect of a Custom Index in the Basket on the last Valuation Date, last Averaging Date or last Observation Date only, the Calculation Agent may elect to calculate the level of such Custom Index, using in lieu of the published level for the Custom Index as of the Valuation Date, Averaging Date or Observation Date, as the case may be, the level of the Custom Index as of that date determined by the Calculation Agent in accordance with the formula for and method of calculating the Custom Index last in effect prior to the Custom Index Modification but using only those components that comprised the Custom Index prior to the Custom Index Modification.

(iii) Notice

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to Index Linked Condition 9.2 and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Noteholders copies of any such determinations.

## 10. Correction of Custom Index

With the exception of any corrections published after the day which is three Scheduled Custom Index Business Days prior to the due date for any payment under the Notes calculated by reference to the level of a Custom Index, if the level of the Custom Index published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes, is subsequently corrected and the correction published by the relevant Index Sponsor within the number of days equal to the Custom Index Correction Period of the original publication, the level to be used shall be the level of the Custom Index as so corrected. Corrections published after the day which is three Scheduled Custom Index Business Days prior to a due date for payment under the Notes calculated by reference to the

level of the Custom Index will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

## 11. Consequences of Additional Disruption Events and Optional Additional Disruption Events

- 11.1 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Calculation Agent in its sole and absolute discretion may take the action described in (a), (b), (c) or (if applicable) (d):
- (a) determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, and determine the effective date of that adjustment; or
  - (b) the Calculation Agent may use commercially reasonable efforts to select a successor index with a substantially similar strategy as the original Custom Index within twenty (20) Scheduled Custom Index Business Days (or such other number of Scheduled Custom Index Business Days specified in the applicable Final Terms) of the relevant Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, and, upon selection of such index, the Calculation Agent shall promptly notify the Issuer and the Issuer will give notice to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, and such index shall become the Successor Index and deemed to be a "Custom Index" for the purposes of the Notes and the Calculation Agent will make such adjustment, if any to one or more of the terms of the Notes as the Calculation Agent in its sole and absolute discretion determines appropriate. Such substitution and the relevant adjustment to the terms of the Notes will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its absolute discretion and specified in the notice referred to below which may, but need not be the date on which the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, occurred; or
  - (c) unless Delayed Redemption on the Occurrence of Adjustment Event is specified as being applicable in the applicable Final Terms, require the Issuer to redeem the Notes in which case it shall so notify the Issuer and the Issuer will give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of each Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be; or
  - (d) if Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Additional Disruption Amount**") as soon as practicable following the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, (the "**Calculated Additional Disruption Amount Determination Date**") and on the Maturity Date shall notify the Issuer and the Issuer shall redeem

each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at the rate specified in the applicable Final Terms or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, at its nominal amount.

11.2 Upon the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event, if the Calculation Agent determines to take any action in respect thereof it shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

## 12. Knock-in Event and Knock-out Event

12.1 If "Knock-in Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

12.2 If "Knock-out Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

12.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day a Custom Index Disruption Event is occurring, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the level of the Custom Index as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".

12.4 Definitions relating to Knock-in Event/Knock-out Event:

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or, if not so specified, each Scheduled Custom Index Business Day during the Knock-in Determination Period;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Custom Index, that the level of the Custom Index determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; or
  - (ii) in respect of a Basket of Custom Indices, that the amount determined by the Calculation Agent equal to the sum of the values of each Custom Index as the product in respect of each Custom Index of (x) the level of such Custom Index as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-in Level as specified in the applicable Final Terms



(x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Index Linked Condition 9 (Adjustments to a Custom Index and Custom Index Disruption);

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Custom Index Business Day, the next following Scheduled Custom Index Business Day;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Custom Index Business Day, the next following Scheduled Custom Index Business Day;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means the date(s) as specified in the applicable Final Terms, or each Scheduled Custom Index Business Day during the Knock-out Determination Period;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Custom Index, that the level of the Custom Index determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is; or
  - (ii) in the case of a Basket of Custom Indices, that the amount determined by the Calculation Agent equal to the sum of the values of each Custom Index as the product in respect of each Custom Index of (x) the level of each such Custom Index as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Index Linked Condition 9 (Adjustments to a Custom Index and Custom Index Disruption);

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable

in the applicable Final Terms and such date is not a Scheduled Custom Index Business Day, the next following Scheduled Custom Index Business Day;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Custom Index Business Day, the next following Scheduled Custom Index Business Day; and

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

### 13. Automatic Early Redemption

13.1 If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Early Automatic Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at amount equal to the relevant Automatic Early Redemption Amount.

13.2 Definitions relating to Automatic Early Redemption:

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount in the Settlement Currency equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out an amount equal to the product of (i) the relevant AER Rate relating to that Automatic Early Redemption Date, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, as determined by the Calculation Agent in its sole and absolute discretion. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

**"Automatic Early Redemption Event"** means:

(a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or

(b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms,

that (i) in respect of a single Custom Index, the level of the Custom Index determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date is and (ii) in the case of a Basket of Custom Indices, the amount determined by the Calculation Agent equal to the sum of the values of each Custom Index as the product of (x) the level of such Custom Index as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date and (y) the relevant Weighting is, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Price as specified in the Final Terms.

**"Automatic Early Redemption Level"** means the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Index Linked Condition 9 (Adjustments to a Custom Index and Custom Index Disruption);

**"Automatic Early Redemption Valuation Date"** means each date as specified as such in the applicable Final Terms or, if such date is not a Scheduled Custom Index Business Day,

the next following Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, there is a Custom Index Disruption Event occurring on such day, in which case, the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date".

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

#### 14. Definitions relating to Custom Indices

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption;

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

**"Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Custom Index Linked Condition 9.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

**"Banking Day"** means any week day except for 25 December and 1 January in any year;

**"Basket"** and **"Basket of Custom Indices"** means a basket comprised of two or more Custom Indices;

**"Change in Law"** means that, on or after the Trade Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge positions relating to a Custom Index; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in the Notes in issue or in holding, acquiring or disposing of any relevant hedge position relating to a Custom Index.

**"Closing Level"** means, in respect of a Custom Index and a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such day as determined by the Calculation Agent, subject as provided in Index Linked Condition 9 (Adjustments to a Custom Index and Custom Index Disruption);

**"Custom Index"** or **"Custom Indices"** mean, subject to adjustment in accordance with this Condition 9 (Adjustments to a Custom Index and Custom Index Disruption), the custom indices or custom index specified in the applicable Final Terms and related expressions shall be construed accordingly;

**"Custom Index Business Day"** means either (i) in the case of a single Custom Index, Custom Index Business Day (Single Custom Index Basis) or (ii) in the case of a Basket of Custom Indices, Custom Index Business Day (All Custom Indices Basis) or Custom Index

Business Day (Per Custom Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Custom Index Business Day (All Custom Indices Basis) shall apply;

**"Custom Index Business Day (All Custom Indices Basis)"** means any Scheduled Custom Index Business Day in respect of which (i) the level of the Custom Index is calculated and made available and (ii) it is a Custom Index Trading Day in respect of all Custom Indices in the Basket;

**"Custom Index Business Day (Per Custom Index Basis)"** means, in respect of a Custom Index, any Scheduled Custom Index Business Day in respect of which (i) the level of the Custom Index is calculated and made available and (ii) it is a Custom Index Trading Day;

**"Custom Index Business Day (Single Custom Index Basis)"** means any Scheduled Custom Index Business Day on which (i) the level of the Custom Index is calculated and made available and (ii) it is a Custom Index Trading Day;

**"Custom Index Correction Period"** means the period specified in the applicable Final Terms or if none is so specified, ten (10) Scheduled Custom Index Business Days following the date on which the original level was calculated and made available by the Index Sponsor and being the date after which all corrections to the level of the Custom Index shall be disregarded for the purposes of any calculations to be made using the level of the Custom Index;

**"Custom Index Trading Day"** means, in respect of a Custom Index, any day with respect to which the Issuer and/or any of its Affiliates determines in its sole and absolute discretion it is able to hedge its obligations in respect of such Custom Index under the Notes;

**"Disrupted Day"** means any Scheduled Custom Index Business Day on which a Custom Index Disruption has occurred or is continuing in the sole and absolute discretion of the Calculation Agent;

**"Force Majeure Event"** means that on or after the Trade Date, the performance of the Issuer's obligations under the Notes is prevented or materially hindered or delayed due to (a) any act, law, rule, regulation, judgement, order, directive, interpretation, decree or material legislative or administrative interference of any Government Authority or otherwise, or (b) the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest, or any other financial or economic reasons or any other causes or impediments beyond the Issuer's or the Issuer's control, or (c) any expropriation, confiscation, requisition, nationalisation or other action taken or threatened by any Government Authority that deprives the Issuer or the Issuer and/or any of its Affiliates of all or substantially all of its assets in the relevant jurisdiction;

**"Government Authority"** means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or futures or option contract(s) any relevant hedge positions relating to a Custom Index;

**"Hedging Shares"** means the number of securities/commodities/components comprised in a Custom Index that the Calculation Agent deems necessary for the Issuer to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes;

**"Increased Cost of Hedging"** means that the Issuer or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of

tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s) relating to any hedge positions in the relevant Custom Index in each case as determined by the Calculation Agent, provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer or any of its Affiliates shall not be deemed an Increased Cost of Hedging;

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any security/commodity/component comprised in a Custom Index that is greater than the Initial Stock Loan Rate as determined by the Calculation Agent;

**"Index Sponsor"** means, in relation to a Custom Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Custom Index and (b) ensures the calculation and publication of the level of such Custom Index on a regular basis (directly or through an agent) in accordance with the rules of the Custom Index, which as of the Issue Date of the Notes is the index sponsor specified for such Custom Index in the applicable Final Terms;

**"Initial Stock Loan Rate"** means, in respect of a security/commodity comprised in a Custom Index, the initial stock loan rate specified in relation to such security/commodity in the applicable Final Terms;

**"Intraday Level"** means, in respect of a Custom Index and any time on a Custom Index Business Day, the level of such Custom Index published by the Index Sponsor in respect of such time or such day as determined by the Calculation Agent, subject as provided in Index Linked Condition 9 (Adjustments to a Custom Index and Custom Index Disruption);

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any securities/commodities/component comprised in a Custom Index in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate as determined by the Calculation Agent;

**"Maximum Stock Loan Rate"** means, in respect of a security/commodity comprised in a Custom Index, the Maximum Stock Loan Rate specified in the applicable Final Terms;

**"Observation Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Custom Index Linked Condition 9.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) below shall apply;

**"Observation Period"** means the period specified as the Observation Period in the applicable Final Terms;

**"Optional Additional Disruption Event"** means any of Force Majeure Event, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow, in each case if specified in the applicable Final Terms;

**"Scheduled Custom Index Business Day"** means either (i) in the case of a single Custom Index, Scheduled Custom Index Business Day (Single Custom Index Basis) or (ii) in the case of a Basket of Custom Indices, Scheduled Custom Index Business Day (All Custom Indices Basis) or Scheduled Custom Index Business Day (Per Custom Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Custom Index Business Day (All Custom Indices Basis) shall apply;

**"Scheduled Custom Index Business Day (All Custom Indices Basis)"** means any Banking Day (i) in respect of which the level of the Custom Index is scheduled to be calculated and made available and (ii) that is a Custom Index Trading Day in respect of all Custom Indices in the Basket;

**"Scheduled Custom Index Business Day (Per Custom Index Basis)"** means in respect of a Custom Index, any Banking Day (i) on which the level of the Custom Index is scheduled to be calculated and made available and (ii) that is a Custom Index Trading Day;

**"Scheduled Custom Index Business Day (Single Custom Index Basis)"** means any Banking Day (i) on which the level of the Custom Index is scheduled to be calculated and made available and (ii) that is a Custom Index Trading Day;

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms, in relation to each Cash Settled Note, subject to the provisions of this Annex and as referred to in "Valuation Date" or "Averaging Date" or "Observation Date" contained herein, as the case may be:

- (a) in the case of Custom Index Linked Notes relating to a Basket of Custom Indices and in respect of each Custom Index comprising the Basket of Custom Indices, an amount (which shall be deemed to be a monetary value in the Index Currency) equal to the level for each such Custom Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of each such Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant Weighting; and
- (b) in the case of Custom Index Linked Notes relating to a single Custom Index, an amount equal to the level of the Custom Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on (a) if Averaging is not specified in the applicable Final Terms, any of the "Strike Date", "Knock-in Determination Day", "Knock-out Determination Day", "Observation Date" or the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date;

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, 20 Scheduled Custom Index Business Days;

**"Strike Date"** means the date(s) specified as such in the applicable Final Terms or, if any such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Custom Index Linked Condition 9.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) below shall apply;

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day";

**"Strike Period"** means the period specified as such in the applicable Final Terms;

**"Strike Price"** means unless otherwise specified in the applicable Final Terms, and subject as referred to in "Strike Date" above:

- (a) in the case of Custom Index Linked Notes relating to a single Custom Index, an amount equal to the level of the Custom Index as published by the Index Sponsor as determined by the Calculation Agent or, if so specified in the applicable Final Terms,

the level of the Custom Index determined by the Calculation Agent as set out in the applicable Final Terms at the Valuation Time on the Strike Date; and

- (b) in the case of Custom Index Linked Notes relating to a Basket of Custom Indices and in respect of each Custom Index comprising the Basket, an amount equal to the level of each such Custom Index published by the relevant Index Sponsor, in each case as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of such Custom Index determined by the Calculation Agent at the Valuation Time on the Strike Date multiplied by the relevant Weighting.

**“Valid Date”** means a Scheduled Custom Index Business Day that is not a Disrupted Day and on which another Averaging Date or another Observation Date does not occur;

**“Valuation Date”** means each Interest Valuation Date and/or Automatic Early Redemption Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Custom Index Business Day, the immediately succeeding Scheduled Custom Index Business Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case the provisions of Index Linked Condition 9.2 (Modification and Cessation of Calculation of a Custom Index and Custom Index Disruption) shall apply;

**“Valuation Time”** means, unless otherwise specified in the applicable Final Terms, the time by reference to which the Index Sponsor determines the level of the Custom Index in its sole and absolute discretion.

## ANNEX 3

### ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED NOTES

The terms and conditions applicable to Share Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Share Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Share Linked Conditions, the Share Linked Conditions shall prevail.

#### 1. Market Disruption

**"Market Disruption Event"** means, in relation to Notes relating to a single Share or a Basket of Shares, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent in its sole and absolute discretion, determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been the Strike Date, an Averaging Date, an Observation Date, the Automatic Early Redemption Valuation Date or a Valuation Date, as the case may be.

#### 2. Potential Adjustment Events and Extraordinary Events

##### 2.1 Potential Adjustment Events

**"Potential Adjustment Event"** means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Shares of (a) such Shares or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Basket Company or Share Company, as the case may be, equally or proportionately with such payments to holders of such Shares or (c) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Basket Company or Share Company, as the case may be, as a result of a spin-off or other similar transaction or (d) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a call by a Basket Company or Share Company, as the case may be, in respect of relevant Shares that are not fully paid;
- (e) a repurchase by the Basket Company or its subsidiaries or Share Company or its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (f) in respect of a Basket Company or Share Company, as the case may be, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Basket Company or Share Company, as the case may be, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, debt instruments or stock rights at a price below their market value as determined by the Calculation



Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

- (g) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

**"Potential Adjustment Event Effective Date"** means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant Basket Company or Share Company, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Following the declaration by the Basket Company or Share Company, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, stating the adjustment to any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

(a) **Extraordinary Events**

- (i) The occurrence of any of De-Listing, Insolvency, Merger Event, Nationalisation, Tender Offer (unless Tender Offer is specified as not applicable in the applicable Final Terms), or, if specified as applicable in the applicable Final Terms, Illiquidity, Listing Change or Listing Suspension, as the case may be, shall be deemed to be an Extraordinary Event, the consequences of which are set forth in Share Linked Condition 2.1(a)(ii) below:

**"De-Listing"** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

**"Illiquidity"** means, in respect of Share Linked Notes relating to a Basket of Shares, that, in the determination of the Calculation Agent, during any period of five consecutive Scheduled Trading Days falling after the Issue Date (the **"Relevant Period"**), (a) the difference between the bid prices and the ask prices in respect of a Share during the Relevant Period is greater than 1 per cent. (on average), and/or (b) the average purchase price or the average

selling price, determined by the Calculation Agent from the order book of the relevant Share on the relevant Exchange during the Relevant Period, in relation to the purchase or sale of Shares with a value equal to or greater than EUR 10,000.00, is greater than MID plus 1 per cent. (in relation to a purchase of Shares) or lower than the MID minus 1 per cent. (in relation to a sale of Shares). For these purposes, "**MID**" means an amount equal to (a) the sum of the bid price and the ask price, in each case for the relevant Share at the relevant time, (b) divided by two.

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Basket Company or Share Company, as the case may be, (i) all the Shares of that Basket Company or Share Company, as the case may be, are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the Shares of that Basket Company or Share Company, as the case may be, become legally prohibited from transferring them.

**"Listing Change"** means, in respect of any relevant Shares, that such Shares cease (or will cease) to be listed, traded or publicly quoted on the listing compartment or the relevant market of the Exchange on which such Shares were listed, traded or publicly quoted on the Issue Date, for any reason (other than a Merger Event or Tender Offer).

**"Listing Suspension"** means, in respect of any relevant Shares, that the listing of such Shares on the Exchange has been suspended.

**"Merger Event"** means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of a Basket Company or Share Company, as the case may be, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Basket Company or Share Company, as the case may be, that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Basket Company or its subsidiaries or the Share Company or its subsidiaries, as the case may be, with or into another entity in which the Basket Company or Share Company, as the case may be, is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the relevant Extraordinary Event Effective Date is on or before (a) in the case of Cash Settled Notes, the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date or (b) in the case of Physical Delivery Notes, the relevant Maturity Date.

**"Nationalisation"** means that all the Shares or all or substantially all the assets of the Basket Company or Share Company, as the case may be, are nationalised, expropriated or are otherwise transferred to any governmental agency, authority, entity or instrumentality thereof.

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. (the **"Percentage Range"**) of the outstanding voting shares of the Basket Company or Share Company, as the case may be, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

(ii) Consequences of the occurrence of an Extraordinary Event:

If an Extraordinary Event occurs in relation to a Share, the Issuer in its sole and absolute discretion may take the action described in (A), (B), (C), (D) (if applicable), (E) or, in the case of Notes relating to a Basket of Shares only, (F) below:

(A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary Event, and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary Event made by any options exchange to options on the Shares traded on that options exchange. In addition, in relation to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares in accordance with the provisions of sub-paragraph (F) below;

(B) in the case of Share Linked Notes relating to a Basket of Shares, redeem the Notes in part by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed in part the portion (the **"Redeemed Amount"**) of each Note representing the affected Share(s) shall be redeemed and the Issuer will:

I. pay to each Noteholder in respect of each Note held by him an amount equal to the fair market value of the Redeemed Amount, taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and

II. require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for such redemption in part. For the avoidance of doubt the remaining part of each Note after such cancellation and adjustment shall remain outstanding with full force and effect. Payments will be made in such

manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be;

- (C) unless Delayed Redemption on the Occurrence of an Extraordinary Event is specified as being applicable in the applicable Final Terms, on giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be;
- (D) if Delayed Redemption on the Occurrence of an Extraordinary Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the relevant Extraordinary Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Extraordinary Event Amount**") as soon as practicable following the occurrence of the relevant Extraordinary Event (the "**Calculated Extraordinary Event Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Extraordinary Event Amount plus interest accrued from and including the Calculated Extraordinary Event Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, its nominal amount;
- (E) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary

Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

- (F) on or after the relevant Extraordinary Event Effective Date, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each, a "**Substitute Share**") for each Share (each, an "**Affected Share**") of each Basket Company (each, an "**Affected Basket Company**") which is affected by such Extraordinary Event and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares, a "**Share Company**" or a "**Basket Company**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Initial Price} = A \times (B / C)$$

where:

"A" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected Share; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred below which may, but need not, be the relevant Extraordinary Event Effective Date.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must satisfy the following criteria, in the sole and absolute discretion of the Calculation Agent:

- I. where the relevant Extraordinary Event is a Merger Event or a Tender Offer and the relevant share is not already included in the Basket of Shares, the relevant share shall be an ordinary share of the entity or person (other than the Affected Basket Company) involved in the Merger Event or the making of the Tender Offer, that is, or that as of the relevant Extraordinary Event Effective Date is promptly scheduled to be, (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations; or

- II. where the relevant Extraordinary Event is a Merger Event or a Tender Offer and a share would otherwise satisfy the criteria set out in paragraph I above, but such share is already included in the Basket of Shares, or in the case of an Extraordinary Event other than a Merger Event or a Tender Offer:
  - (a) the relevant issuer of the share shall belong to the same economic sector as the Affected Basket Company; and
  - (b) the relevant issuer of the share shall have a comparable market capitalisation, international standing and exposure as the Affected Basket Company in respect of the Affected Share.

Upon the occurrence of an Extraordinary Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer thereof as soon as practicable, and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be, stating the occurrence of the Extraordinary Event, giving details thereof and the action proposed to be taken in relation thereto, including, in the case of a Share Substitution, the identity of the Substitute Shares and the Substitution Date.

### **3. Correction of Share Price**

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment under the Notes calculated by reference to the price of a Share, if the price of relevant Share published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant Exchange within the number of days equal to the Share Correction Period of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment under the Notes calculated by reference to the price of a Share will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

### **4. Additional Disruption Events and/or Optional Additional Disruption Events**

4.1 If an Additional Disruption Event and/or an Optional Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a), (b) or if applicable (iii) or, in the case of Notes linked to a Basket of Shares only, (d) below:

- (a) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case with respect to Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, and determine the effective date of that adjustment; or
- (b) unless Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, is specified as being applicable in the applicable Final Terms, redeem the Notes by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions for the English Law Notes or General Condition 11 of the Terms and Conditions for the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related

hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be; or

- (c) if Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Additional Disruption Amount**") as soon as practicable following the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, (the "**Calculated Additional Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater its nominal amount; or
- (d) in the case of Notes linked to a Basket of Shares, the Calculation Agent may adjust the Basket of Shares to include a Share selected by it in accordance with the criteria for Share selection set out below (each a "**Substitute Share**") for each Share (each an "**Affected Share**") which is affected by the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, and the Substitute Share will be deemed to be a "**Share**" and the relevant issuer of such shares a "**Basket Company**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the Initial Price of the Affected Share, the Initial Price of each Substitute Share will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Initial Price} = A \times (B/C)$$

where:

"A" is the official closing price of the relevant Substitute Share on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected Share; and

"C" is the official closing price of the relevant Affected Share on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the Basket of Shares will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant date of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be.

The Weighting of each Substitute Share in the Basket of Shares will be equal to the Weighting of the relevant Affected Share.

In order to be selected as a Substitute Share, the relevant share must be a share which, in the sole and absolute discretion of the Calculation Agent:

- (i) is not already included in the Basket of Shares;

- (ii) the relevant issuer of such share belongs to the same economic sector as the Basket Company in respect of the Affected Share; and
- (iii) the relevant issuer of such share has a comparable market capitalisation, international standing and exposure as the Basket Company in respect of the Affected Share.

4.2 Upon the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event, if the Calculation Agent determines that an adjustment in accordance with the above provisions is necessary it shall notify the Issuer therefore as soon as practicable and the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

## 5. Knock-in Event and Knock-out Event

5.1 If "**Knock-in Event**" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

5.2 If "**Knock-out Event**" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable, under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

5.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time the price of the Share triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred; provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of the Share as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".

5.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins or ends at the time on which the price of the Share triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of the Share as at the Knock-in Valuation Time or Knock-out Valuation time in accordance with the provisions contained in the definition of "Valuation Date".

### Definitions

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.



**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Share that the price of the Share determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; and
  - (ii) in respect of a Basket of Shares, that the amount determined by the Calculation Agent equal to the sum of the values for each Share of each Basket Company as the product of (x) the price of such Share as determined by the Calculation Agent as of the Knock-in Valuation Time on the relevant Exchange on any Knock-in Determination Day and (y) the Weighting is,

in each case (a)(i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-in Price or (b) "within" the Knock-in Range Price, in each case as specified in the applicable Final Terms (x) on the Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-in Price"** means the price, amount, percentage or number specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Share Linked Condition 1 and Share Linked Condition 2 above and as set forth in this Condition 5.

**"Knock-in Range Price"** means the range of prices specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Share Linked Condition 1 and Share Linked Condition 2.

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,

- (i) in respect of a single Share, that the price of the Share determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is; and
- (ii) in respect of a basket of Shares, the amount determined by the Calculation Agent equal to the sum of the values for each Share as the product of (x) the price of such Share as determined by the Calculation Agent as of the Knock-in Valuation Time on the relevant Exchange on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Price"** means the price, amount, percentage or number specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Share Linked Condition 1 and Share Linked Condition 2 above and this Condition 5.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 6. **Automatic Early Redemption Event**

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on (i) any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

### Definitions

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms, or if such date is not a Business Day, the next following Business Day and no Noteholder shall be entitled to any interest or further payment in respect of any such delay.

**"Automatic Early Redemption Event"** means:

- (a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or

- (b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms,
- (i) in case of a single Share that the price of the Share determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on the relevant Exchange on the Automatic Early Redemption Valuation Date is; and
  - (ii) in the case of a Basket of Shares, the amount determined by the Calculation Agent equal to the sum of the values for each Share as the product of (x) the price of such Share as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on the relevant Exchange on the Automatic Early Redemption Valuation Date and (y) the relevant Weighting is,
- in each case (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Price as specified in the applicable Final Terms.

**"Automatic Early Redemption Price"** means the price, amount, percentage or number specified as such in the applicable Final Terms, subject to adjustment as provided in Share Linked Condition 2 above.

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date".

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 7. Definitions

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption.

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

**"Averaging Date"** means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) If "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price, level, value or amount provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "**Valuation Date**" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "**Valuation Date**" will apply for the purposes of determining the relevant level, value, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of

whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or

- (c) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
- (i) where the Notes are Share Linked Notes relating to a single share, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant amount, value, level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "**Valuation Date**" below;
  - (ii) where the Notes are Share Linked Notes relating to a Basket of Shares, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that such Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Share, and (B) the Calculation Agent shall determine the relevant value level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "**Valuation Date**" below; and
  - (iii) for the purposes of these Terms and Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur.

"**Basket Company**" means each company specified as such in the applicable Final Terms and "**Basket Companies**" means all such companies.

"**Basket of Shares**" means (i) a basket composed of Shares of each Basket Company specified in the applicable Final Terms in the weightings or numbers of Shares of each Basket Company specified in the applicable Final Terms or (ii) a Relative Performance Basket;

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority) or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it has become illegal for it or any of its Affiliates to hold, acquire or dispose of any relevant hedge position relating to a Share; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in the Notes in issue or in holding, acquiring or disposing of any relevant hedge position relating to a Share.

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the relevant Share.

**"Clearance System Days"** means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

**"Closing Price"** means, in respect of a Share and a Scheduled Trading Day, the official closing price of such Share on such day as determined by the Calculation Agent, subject as provided in Share Linked Condition 2 (Potential Adjustment Events and Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable).

**"Disrupted Day"** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

**"Early Closure"** means the closure on any Exchange Business Day of relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**"Exchange"** means, in respect of a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single Share, Exchange Business Day (Single Share Basis) or (ii) in the case of a Basket of Shares, (a) Exchange Business Day (All Shares Basis) or (b) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (All Shares Basis) shall apply.

**"Exchange Business Day (All Shares Basis)"** means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Per Share Basis)"** means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and Related Exchange in respect of such Share is open for trading during its respective regular trading session, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**"Exchange Business Day (Single Share Basis)"** means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Disruption"** means, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Share on any relevant Related Exchange.

**"Extraordinary Event Effective Date"** means, in respect of an Extraordinary Event, the date on which such Extraordinary Event occurs, as determined by the Calculation Agent in its sole and absolute discretion.

**"Failure to Deliver"** means failure of the Issuer and/or any of its respective Affiliates to deliver, when due, the Relevant Assets comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for such Shares.

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk or any other relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or option contract(s) or any relevant hedge positions relating to a Share.

**"Hedging Shares"** means the number of Shares that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging.

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any Share that is greater than the Initial Stock Loan Rate.

**"Initial Stock Loan Rate"** means, in respect of a Share, the initial stock loan rate specified in relation to such Share in the applicable Final Terms.

**"Insolvency Filing"** means that a Share Company or Basket Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company or Basket Company shall not be deemed an Insolvency Filing.

**"Intraday Price"** means, in respect of a Share and any time on a Scheduled Trading Day, the published or quoted price of such Share at such time on such day as determined by the Calculation Agent, subject as provided in Share Linked Condition 2 (Potential Adjustment Events and Extraordinary Events) (as amended where "GDR/ADR" is specified as applicable).

**"Loss of Stock Borrow"** means that the Issuer and/or any affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Share in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

**"Maximum Stock Loan Rate"** means, in respect of a Share, the Maximum Stock Loan Rate specified in the applicable Final Terms.

**"Observation Date"** means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission",

"Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date".

**"Observation Period"** means the period specified as the Observation Period in the applicable Final Terms.

**"Optional Additional Disruption Event"** means any of Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing, Stop-Loss Event and/or Loss of Stock Borrow, in each case if specified in the applicable Final Terms.

**"Related Exchange"** means, in relation to a Share, each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded, or each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **"Related Exchange"** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

**"Relative Performance Basket"** means a basket composed of Shares of each Basket Company specified in the applicable Final Terms where no weighting shall be applicable and where the Final Redemption Amount shall be determined by reference to the Share which is either (i) the best performing, (ii) the worst performing, or (iii) any other performance measure that is applied to the Shares, in each case as specified in the applicable Final Terms;

**"Scheduled Closing Time"** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in "Valuation Time" below.

**"Scheduled Strike Date"** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

**"Scheduled Trading Day"** means either (i) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (ii) in the case of a Basket of Shares, (a) Scheduled Trading Day (All Shares Basis) or (b) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Shares Basis) shall apply.

**"Scheduled Trading Day (All Shares Basis)"** means, in respect of a Basket of Shares, any day on which each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares for their respective regular trading sessions.

**"Scheduled Trading Day (Per Share Basis)"** means, in respect of a Basket of Shares, any day on which the relevant Exchange and Related Exchange in respect of such Share are scheduled to be open for trading for their respective regular trading sessions.

**"Scheduled Trading Day (Single Share Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

**"Scheduled Valuation Date"** means, in respect of a Share, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

**"Screen Page"** means the page specified in the applicable Final Terms, or any successor page or service thereto.

**"Settlement Cycle"** means, in respect of a Share, the period of Clearance System Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Price"** means, unless otherwise specified in the applicable Final Terms and subject as referred to in Strike Date", "Averaging Date", "Observation Date" or "Valuation Date", as the case may be:

- (a) in the case of Share Linked Notes relating to a single Share, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent; and
- (b) in the case of Share Linked Notes relating to a Basket of Shares and in respect of each Share comprising the Basket, an amount equal to the official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share) on (A) if Averaging is not specified in the applicable Final Terms, the relevant Settlement Price Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date, or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the relevant Settlement Price Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the such Share whose official closing price (or the price at the Valuation Time on the relevant Settlement Price Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the relevant Share or on such other factors as the Calculation Agent shall decide, multiplied by the relevant Weighting, such value to be converted, if so specified in the



applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent.

**"Settlement Price Date"** means the Strike Date, an Observation Date or the Valuation Date, as the case may be.

**"Shares"** and **"Share"** mean in the case of an issue of Notes relating to a Basket of Shares, each share and, in the case of an issue of Notes relating to a single Share, the share, specified in the applicable Final Terms and related expressions shall be construed accordingly.

**"Share Company"** means, in the case of an issue of Notes relating to a single Share, the company that has issued such Share.

**"Share Correction Period"** means (i) the period specified in the applicable Final Terms, or (ii) if none is so specified, one Settlement Cycle.

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

**"Stop-Loss Event"** means, in respect of a Share, the price of any Share as quoted on the relevant Exchange for such Share at any time or the Scheduled Closing Time, as specified in the applicable Final Terms, on any Scheduled Trading Day that is not a Disrupted Day in respect of such Share on or after the Trade Date or, if later the Strike Date, is less than 5 per cent., or such percentage specified in the applicable Final Terms, of its Strike Price or, if no Strike Price is stipulated in the applicable Final Terms, the price given as the benchmark price for such Share in the applicable Final Terms, all as determined by the Calculation Agent.

**"Strike Date"** means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Share Linked Notes relating to a single Share, the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (b) in the case of Share Linked Notes relating to a Basket of Shares, the Strike Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Strike Date, and the Strike Date for each Share affected (each an **"Affected Item"**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Strike Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Strike Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant price using, in relation to the Affected Item, a price determined using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day".

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Trading Disruption"** means, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to the Share or (b) in futures or options contracts relating to such Share on any relevant Related Exchange.

**"Valuation Date"** means the Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of Share Linked Notes relating to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant price or value in accordance with its good faith estimate of the relevant value or price as of the Valuation Time on that last such consecutive Scheduled Trading Day; or
- (b) in the case of Share Linked Notes relating to a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Share affected (each an **"Affected Item"**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant price or value using, in relation to the Affected Item, a price determined using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions; and

**"Valuation Time"** means Interest Valuation Time or the Valuation Time, as the case may be, specified in the applicable Final Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, as the case may be, in relation to each Share to be valued provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Interest Valuation time or the Valuation Time, as the case may be, shall be such actual closing time.

## 8. **GDR/ADR**

Share Linked Conditions 9 to 13 (inclusive) apply where "GDR/ADR" is specified in the applicable Final Terms.

## 9. **Definitions relating to GDR/ADR**

**"ADR"** means an American Depositary Receipt;

**"Conversion Event"** means any event which in the sole and absolute determination of the Calculation Agent results (or will result) in the GDRs and/or ADRs being converted into Underlying Shares or any other listed Notes of the issuer of the Underlying Shares;

**"GDR"** means a Global Depositary Receipt; and

**"Underlying Shares"** means the shares underlying an ADR or GDR, as the case may be.

## 10. General

Save where specifically provided under the Final Terms, all references in the General Conditions and the Share Linked Conditions to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable and/or the Underlying Shares, references to the "Share Company" or "Basket Company", as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the Noteholders.

## 11. Share Event or Additional Disruption Event or Optional Additional Disruption Event

Upon the occurrence of a Share Event, the Issuer in its sole and absolute discretion may take the action described in paragraphs (A), (B), (C), (D), (E) or (F) set out in Share Linked Condition 2.1(a)(ii). The Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, stating the occurrence of the Share Event, giving details thereof and the action proposed to be taken in relation thereto.

"Share Event" means each of the following events:

- (a) written instructions have been given by the issuer to the depository of the Underlying Shares to withdraw or surrender the Underlying Shares;
- (b) the termination of the deposit agreement in respect of the Underlying Shares.

Upon the occurrence of an Additional Disruption Event and/or an Optional Additional Disruption Event, the Issuer in its sole and absolute discretion may take the action described in paragraphs (a), (b), (c) or (d) set out in Share Linked Condition 4.1. The Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, stating the occurrence of the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

"Additional Disruption Event" is defined in Share Linked Condition 7.

"Optional Additional Disruption Event" is defined in Share Linked Condition 7.

If an event constitutes both a Share Event and an Additional Disruption Event or an Optional Additional Disruption Event, the Calculation Agent shall have absolute discretion to determine which of these events such event constitutes.

## 12. Potential Adjustment Event

The following additional event shall be deemed added to paragraph (a) of the definition of Potential Adjustment Event in Share Linked Condition 2.1:

and/or a distribution in respect of the Underlying Shares of property other than cash, shares or rights relating to any Underlying Shares to the holder of the Underlying Shares.

## 13. Extraordinary Events

The following additional events shall be deemed added to the first paragraph of Share Linked Condition 2(a) (Extraordinary Events) after the words "as not applicable in the applicable Final Terms)":

"Conversion Event"

## ANNEX 4

### ADDITIONAL TERMS AND CONDITIONS FOR INFLATION LINKED NOTES

The terms and conditions applicable to Inflation Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Inflation Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Inflation Linked Conditions set out below, the Inflation Linked Conditions shall prevail.

#### 1. Delay in Publication

If the Calculation Agent determines that a Delayed Index Level Event in respect of an Index has occurred with respect to any Determination Date, then the Relevant Level with respect to any Reference Month which is to be utilised in any calculation or determination to be made by the Calculation Agent and/or the Issuer with respect to such Determination Date (the "**Substitute Inflation Index Level**") shall be determined by the Calculation Agent (subject to Inflation Linked Condition 3.2 below), as follows:

- (a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- (b) if (a) Related Bond is specified as not applicable in the relevant Final Terms, or (b) the Calculation Agent is not able to determine a Substitute Inflation Index Level under (a) above, the Calculation Agent shall determine the Substitute Inflation Index Level by reference to the following formula:
  - (i)  $\text{Substitute Inflation Index Level} = \text{Base Level} \times (\text{Latest Level}/\text{Reference Level})$ ; or
  - (ii) otherwise in accordance with any formula specified in the relevant Final Terms,

where:

**"Base Level"** means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Inflation Index Level is being determined.

**"Latest Level"** means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Inflation Index Level is being determined.

**"Reference Level"** means the level of the Index (excluding any "flash" estimates) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month in respect of the Latest Level.

The Issuer shall promptly give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, of any Substitute Inflation Index Level.

If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the applicable Final Terms, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Inflation Linked Condition 1 will be the definitive level for that Reference Month.

## 2. Successor Index

If the Calculation Agent determines that the level of an Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will not longer continue to publish or announce the Index and/or the Index Sponsor cancels the Index then the Calculation Agent shall determine a successor index (a "**Successor Index**") (in lieu of any previously applicable Index) for the purposes of the Notes as follows:

- (a) if Related Bond is specified as applicable in the relevant Final Terms, the Calculation Agent shall determine a "Successor Index" by reference to the corresponding successor index determined under the terms and conditions of the Related Bond;
- (b) if (x) Related Bond is specified as not applicable in the Final Terms or (y) a Related Bond Redemption Event has occurred and Fallback Bond is specified as not applicable in the applicable Final Terms, the Index Sponsor announces that it will no longer publish or announce the Index but that it will be superseded by a replacement Index specified by the Index Sponsor, and the Calculation Agent determines that such replacement Index is calculated using the same or a substantially similar formula or method of calculation as used in the calculation of the Index, such replacement index shall be designated a "Successor Index";
- (c) if no Successor Index has been deemed under (i) or (ii) the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Index should be; if between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, such index will be deemed the "Successor Index"; if three responses are received, and two or more leading independent dealers state the same index, such index will be deemed the "Successor Index"; if fewer than three responses are received by the Cut-Off Date or if each of the responses state different indices the Calculation Agent will determine an appropriate alternative index for such affected payment date, and such index will be deemed a "Successor Index"; or
- (d) if the Calculation Agent determines that there is no appropriate alternative index, there will be deemed to be no Successor Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Index for the purposes of the Notes. Notice of the determination of a Successor Index, the effective date of the Successor Index or the occurrence of an Index Cancellation will be given to Noteholders by the Issuer in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

## 3. Adjustments

### 3.1 Successor Index

If a Successor Index is determined in accordance with Inflation Linked Condition 2, the Calculation Agent may make any adjustment or adjustments (without limitation) to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### 3.2 Substitute Inflation Index Level

If the Calculation Agent determines a Substitute Inflation Index Level in accordance with Inflation Linked Condition 1, the Issuer may make any adjustment or adjustments (without limitation) to (x) the Substitute Inflation Index Level determined in accordance with Index Linked Condition 1 and/or (y) any amount payable under the Notes and/or any other relevant term of the Notes, in each case, as the Calculation Agent deems necessary. The Issuer shall give notice to the Noteholders of any such adjustment in accordance with General

Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### **3.3 Index Level Adjustment Correction**

- (a) The first publication or announcement of the Relevant Level (disregarding estimates) by the Index Sponsor for any Reference Month shall be final and conclusive and, subject to Inflation Linked Condition 3.5(B) below, later revisions to the level for such Reference Month will not be used in any calculations, save that in respect of the EUR-All Items-Revised Consumer Price Index, the ESP National- Revised Consumer Price Index (CPI) and the ESP-Harmonised-Revised Consumer Price Index HCPI, revisions to the Relevant Level which are published or announced up to and including the day that is two Business Days prior to any relevant Determination Date will be valid and the revised Relevant Level for the relevant Reference Month will be deemed to be the final and conclusive Relevant Level for such Reference Month. The Issuer shall give notice to the Noteholders of any valid revision in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.
- (b) If, within 30 days of publication or at any time prior to a Determination Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Determination Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the Noteholders of any such adjustment and/or amount in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.
- (c) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of a Determination Date in respect of which a Substitute Inflation Index Level was determined, the Calculation Agent may either (A) determine that such Relevant Level shall not be used in any calculation or determination under the Notes and that the Substitute Inflation Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (B) request the Issuer to make any adjustment to any amount payable under the Notes and/or any other relevant term of the Notes as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement. The Issuer shall give notice to the Noteholders of any determination in respect of (A) or (B), together with any adjustment or amount in respect thereof, in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### **3.4 Currency**

If the Calculation Agent determines that any event occurs affecting the Specified Currency (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments to the any amount payable under the Notes, and/or any other relevant term of the Notes (including the date on which any amount is payable by the Issuer), the Issuer may make such adjustment or adjustments to such amount and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Calculation Agent shall give notice to the Noteholders of any such adjustment in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### **3.5 Rebasing**

If the Calculation Agent determines that the Index has been or will be rebased at any time, the Index as so rebased (the "**Rebased Index**") will be used for purposes of determining the Relevant Level from the date of such rebasing; provided, however, that the Calculation Agent

may make (A) if Related Bond is specified as applicable in the relevant Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or (B) if Related Bond is specified as not applicable in the relevant Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased and in each case the Issuer may make any adjustment(s) to any amount payable under the Notes and/or any other term of the Notes as the Calculation Agent may deem necessary. If the Calculation Agent determines that neither (A) nor (B) above would produce a commercially reasonable result, the Calculation Agent may redeem each Note on a date notified by the Issuer to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, at its fair market value as determined by the Calculation Agent as at the date of redemption taking into account the rebasing, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, redemption of the Notes or determination pursuant to this paragraph shall be given to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### **3.6 Index Modification**

- (a) If on or prior to the Cut-Off Date in respect of any Determination Date, the Calculation Agent determines that an Index Modification has occurred the Calculation Agent may (A) if Related Bond is specified as applicable in the relevant Final Terms, make any adjustments to the Index, any Relevant Level and/or any other relevant term of the Notes (including, without limitation, any amount payable under the Notes), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, or (B) if Related Bond is specified as not applicable in the Final Terms or a Related Bond Redemption Event has occurred make only those adjustments to the relevant Index, any Relevant Level and/or any other term of the Notes (including, without limitation, any amount payable under the Notes), as the Calculation Agent deems necessary for the modified Index to continue as the Index and to account for the economic effect of the Index Modification.
- (b) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Determination Date, the Calculation Agent may determine either (a) to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Determination Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Determination Date such that the provisions of sub-paragraph 3.1 above will apply, or, (b) notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with sub-paragraph 3.1 above.

### **3.7 Consequences of an Additional Disruption Event or an Optional Additional Disruption Event**

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred, the Issuer may redeem each Note on the date notified by the Issuer to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the relevant Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes shall be given to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

### 3.8 Index Cancellation

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may redeem each Note on the date notified by the Issuer to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, at its fair market value (as determined by the Calculation Agent) as at the date of redemption taking into account the Index Cancellation, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes pursuant to this paragraph shall be given to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

## 4. Definitions

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption.

**"Change in Law"** means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions of the Notes;

**"Cut-Off Date"** means, in respect of a Determination Date, three Business Days prior to such Determination Date, unless otherwise stated in the applicable Final Terms.

**"Delayed Index Level Event"** means, in respect of any Determination Date, that the Index Sponsor fails to publish or announce the level of the Index (the **"Relevant Level"**) in respect of any Reference Month which is to be utilised in any calculation or determination to be made by the Issuer or the Calculation Agent in respect of such Determination Date, at any time on or prior to the Cut-Off Date.

**"Fallback Bond"** means a bond selected by the Calculation Agent and issued by the government of the country to whose level of inflation the Index relates and which pays a coupon or redemption amount which is calculated by reference to the Index, with a maturity date which falls on (a) the same day as the Maturity Date, (b) the next longest maturity after the Maturity Date if there is no such bond maturing on the Maturity Date, or (c) the next shortest maturity before the Maturity Date if no bond defined in (a) or (b) is selected by the Calculation Agent. If the Index relates to the level of inflation across the European Monetary Union, the Calculation Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it



deems necessary to hedge the equity price risk or any other relevant price risk, including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Notes, or (b) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or option contract(s) or any relevant hedge positions relating to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging.

**"Index"** or **"Indices"** means the index or indices specified in the relevant Final Terms and related expressions shall be construed accordingly.

**"Index Cancellation"** means a level for the Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and no Successor Index exists.

**"Index Modification"** means the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index.

**"Index Sponsor"** means the entity that publishes or announces (directly or through an agent) the level of the relevant Index which as of the Issue Date of the Notes is the index sponsor in the applicable Final Terms.

**"Optional Additional Disruption Event"** means Increased Cost of Hedging, if specified in the applicable Final Terms.

**"Rebased Index"** has the meaning given to it under Inflation Linked Condition 3 above.

**"Reference Month"** means the calendar month for which the level of the Index was reported, regardless of when this information is published or announced. If the period for which the Relevant Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported.

**"Related Bond"** means the bond specified as such in the relevant Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final Terms and that bond redeems or matures before the relevant Maturity Date, unless "Fallback Bond: Not applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

**"Related Bond Redemption Event"** means, if specified as applicable in the relevant Final Terms, at any time prior to the Maturity Date, (a) the Related Bond is redeemed, repurchased or cancelled, (b) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (c) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity.

**"Relevant Level"** has the meaning given to it in the definition of Delayed Index Level Event.

**"Strike Date"** means the date specified as such in the applicable Final Terms.

**"Successor Index"** has the meaning given to it in under Inflation Linked Condition 3 above.

**"Substitute Inflation Index Level"** means, in respect of a Delayed Index Level Event, the index level determined by the Issuer in accordance with Inflation Linked Condition 3 above.

## ANNEX 5

### ADDITIONAL TERMS AND CONDITIONS FOR COMMODITY LINKED NOTES

The terms and conditions applicable to Commodity Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Commodity Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Commodity Linked Conditions, the Commodity Linked Conditions shall prevail.

#### 1. Market Disruption

"**Market Disruption Event**" means, in respect of a relevant Commodity or Commodity Index and as determined by the Calculation Agent, the occurrence or existence of:

- (a) in the case of all Commodities and each Commodity Index, a Price Source Disruption, Trading Disruption, Disappearance of Commodity Reference Price, Limit Price Event; and in addition
- (b) in the case of each Commodity Index and all Commodities other than Gold, Silver, Platinum or Palladium, Material Change in Formula, Material Change in Content and/or Tax Disruption; and in addition
- (c) in the case of a Commodity Index, an Index Component Disruption Event.

The Calculation Agent shall, as soon as practicable, notify the Issuer and the relevant Agent of if it has determined that a Market Disruption Event has occurred and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by holders copies of any such determinations.

#### 2. Consequences of a Market Disruption Event and Disruption Fallbacks

Upon a Market Disruption Event occurring or continuing on any Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published by the Price Source), the Calculation Agent may, in its sole and absolute discretion, take the action described in (a), (b) or (c) below which it deems appropriate.

- (a) the Calculation Agent shall determine if such event has a material effect on the Notes and, if so shall calculate the relevant Interest Amount and/or Redemption Amount and/or make any other relevant calculation using, in lieu of a published price for that Commodity or Commodity Index, as the case may be, the price for that Commodity or Commodity Index as determined by the Calculation Agent using the Commodity Fallback Value; or
- (b) the Calculation Agent may substitute the relevant Commodity or Index Component with a Commodity or Index Component selected by it in accordance with the criteria set out below (each, a "**Substitute Commodity**" or a "**Substitute Index Component**"), as the case may be, for each Commodity or Index Component (each, an "**Affected Commodity**" or "**Affected Index Component**") which is affected by the Market Disruption Event and the Substitute Commodity or Substitute Index Component, as the case may be, will be deemed to be a "**Commodity**" or an "**Index Component**", as the case may be, for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any one or more of the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the initial price of the Commodity or the Index Component, as the case may be, the initial price of each Substitute Commodity or Substitute Index Component, as the case may be, will be determined by the Calculation Agent in its sole and absolute discretion. In order to be selected as a Substitute Commodity, the Substitute Commodity shall be valued on the basis of a

futures contract on similar terms to, with a delivery date corresponding with and relating to the same Commodity as the Affected Commodity.

In order to be selected as a Substitute Index Component, the Substitute Index Component shall be an alternative futures contract or commodity index relating to a futures contract on similar terms to the Affected Index Component.

Such substitution and the relevant adjustment(s) will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion which may, but need not, be the relevant date of the Market Disruption Event. Such substitution will be notified to the Noteholders as soon as practicable after the Substitution Date in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be; or

- (c) the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

The relevant Final Terms may specify Additional Disruption Fallback(s) that will apply.

### **3. Adjustments to a Commodity Index**

#### **3.1 Successor Index Sponsor Calculates and Reports a Commodity Index**

If a relevant Commodity Index is (a) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the "**Successor Index Sponsor**") acceptable to the Calculation Agent, or (b) replaced by a successor commodity index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Commodity Index, then in each case that commodity index (the "**Successor Commodity Index**") will be deemed to be the Commodity Index.

#### **3.2 Modification and Cessation of Calculation of a Commodity Index**

If (a) on or prior to the last Averaging Date, the last Observation Date, the Final Interest Pricing Date or the Final Pricing Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Commodity Index or in any other way materially modifies that Commodity Index (other than a modification prescribed in that formula or method to maintain the Commodity Index in the event of changes in constituent contracts or commodities and other routine events) (a "**Commodity Index Modification**"), or permanently cancels a relevant Commodity Index and no Successor Commodity Index exists (a "**Commodity Index Cancellation**"), or (b) on any Averaging Date, Observation Date, Interest Pricing Date or other Pricing Date, the Index Sponsor or (if applicable) the Successor Index Sponsor fails to calculate and announce a relevant Commodity Index (a "**Commodity Index Disruption**") and, together with a Commodity Index Modification and a Commodity Index Cancellation, each a "**Commodity Index Adjustment Event**"), then:

- (a) the Calculation Agent shall determine if such Commodity Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant price, level or value using, in lieu of a published level for that Commodity Index, the Commodity Fallback Value; or
- (b) the Issuer may redeem the Notes by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be. If the Notes are so redeemed, the Issuer will pay an amount to each

Holder in respect of each Note being redeemed at an amount equal to the fair market value of a Note, taking into account the Commodity Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

#### **4. Correction of Commodity Reference Price**

With the exception of any corrections published after the day which is three Commodity Business Days prior to the due date for any payment under the Notes calculated by reference to a Commodity Reference Price, if the Commodity Reference Price published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction published by the relevant Exchange or any other person responsible for the publication or announcement of the Commodity Reference Price within 30 calendar days of the original publication, the price to be used shall be the price of the relevant Commodity as so corrected. Corrections published after the day which is three Commodity Business Days prior to a due date for payment under the Notes calculated by reference to a Commodity Reference Price will be disregarded by the Calculation Agent for the purposes of determining the relevant amount to be paid.

#### **5. Knock-in-Event and Knock-out Event:**

5.1 If "Knock-in Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.

5.2 If "Knock-out Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.

5.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Commodity Disrupted Day, then, unless otherwise specified in the applicable Final Terms, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

5.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Commodity Reference Price triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then, unless otherwise specified in the applicable Final Terms, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

5.5 Definitions relating to Knock-in Event/Knock-out Event

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,

- (i) in the case of a single Commodity, that the Commodity Reference Price determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is and
- (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values calculated for each Commodity as the product of (x) the Specified Price as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-in Level as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Level"** means the price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Commodity Linked Condition 1 and Commodity Linked Condition 3;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means the date(s) specified as such in the applicable Final Terms;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in the case of a single Commodity, that the Specified Price determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is and
  - (ii) in the case of a Basket of Commodities, that the amount determined by the Calculation Agent equal to the sum of the values for each Commodity as the product of (x) the Commodity Reference Price as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Level"** means the price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Commodity Linked Condition 1 and Commodity Linked Condition 3;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Commodity Business Day, the next following Commodity Business Day; and

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 6. Automatic Early Redemption

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date at the relevant Automatic Early Redemption Amount.

Definitions relating to Automatic Early Redemption

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

**"Automatic Early Redemption Event"** means:

- (a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or
- (b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in the case of a single Commodity, that the Specified Price or (ii) in the case of a basket of Commodities, that the Basket Price is, in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Automatic Early Redemption Price as specified in the Final Terms;

**"Automatic Early Redemption Price"** means the price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Commodity Linked Condition 3 above;

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms; and

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Basket Price"** means, in respect of any Automatic Early Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each Commodity as the product of (i) the Specified Price of such Commodity on such Automatic Early Redemption Valuation Date and (ii) the relevant Weighting.

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 7. **Consequences of an Additional Disruption Event or an Optional Additional Disruption Event:**

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him, which amount shall be the fair market value of a Note taking into account the Additional Disruption Event and/or Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any related underlying hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

## 8. **Definitions**

**"Additional Disruption Event"** means each of Change in Law and Hedging Disruption.

**"Basket Component"** means any Commodity or Commodity Index comprised in a Basket of Commodities;

**"Basket of Commodities"** means a basket comprising two or more Commodities and/or Commodity Indices;

**"Change in Law"** means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions of the Notes.

**"Commodity"** means, subject to adjustment in accordance with these Commodity Linked Conditions, the commodity (or commodities) or futures contract on a commodity (or commodities) specified in the applicable Final Terms and related expressions shall be construed accordingly and for the avoidance of doubt, each of climatic variables, freight rates and emissions allowances may be a Commodity for the purposes of these Commodity Linked Conditions and the applicable Final Terms;

**"Commodity Business Day"** means:

- (a) in respect of a Commodity or a Commodity Index:
  - (i) where the Commodity Reference Price for the relevant Commodity or Commodity Index is announced or published by an Exchange, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a



day on which each relevant Exchange is open for trading during its regular trading sessions and notwithstanding any such Exchange closing prior to its scheduled closing time; or

- (ii) a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published), a price for the relevant Commodity or Commodity Index; or
- (b) in the case of a Basket of Commodities, a day on which the Commodity Reference Price in respect of all the Basket Components is scheduled to be published or announced in accordance with (i) and (ii) above;

**"Commodity Disrupted Day"** means any day on which a Market Disruption Event has occurred;

**"Commodity Fallback Value"** means:

- (a) in respect of any Commodity, the arithmetic mean of the quotations provided to the Calculation Agent by each of the Reference Dealers as its Commodity Reference Price for the relevant Pricing Date of the relevant Commodity, provided that if only three such quotations are so provided, the Commodity Fallback Value shall be the Commodity Reference Price remaining after disregarding the Commodity Reference Prices having the highest and lowest values (or if more than one such highest or lowest, one only of them). If fewer than three such quotations are so provided, it will be deemed that such value cannot be determined and the relevant value shall be the good faith estimate of the Calculation Agent; or
- (b) in respect of any Commodity Index or Basket of Commodities, the price for such Commodity Index or Basket of Commodities, as the case may be, in respect of the relevant Pricing Date determined by the Calculation Agent using the current applicable method of calculating such Commodity Index or the method for determining the value of the Basket of Commodities, as the case may be using the price or level for each Index Component or Basket Component, as the case may be, determined as follows:
  - (i) in respect of each Index Component or Basket Component, as the case may be, which is not affected by the Market Disruption Event, the closing price or level or settlement price, as applicable, of such Index Component or Basket Component, as the case may be, on such Pricing Date; and
  - (ii) in respect of each Index Component or Basket Component, as the case may be, which is affected by the Market Disruption Event (each an **"Affected Item"**), the closing price or level or settlement price, as applicable, for such Affected Item on the first succeeding Pricing Date that is not a Commodity Disrupted Day, unless each of the number of consecutive Pricing Dates equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date is a Commodity Disrupted Day. In that case, (i) the last such consecutive Pricing Date shall be deemed to be the Pricing Date for the Affected Item, notwithstanding the fact that such day is a Commodity Disrupted Day, and (ii) the Calculation Agent shall determine the price or level of such Affected Item based upon the price at which the Issuer is able to sell or otherwise realise any hedge positions in respect of the Notes during the period of five Commodity Business Days following the last such consecutive Pricing Date;

**"Commodity Index"** means each index specified as such in the applicable Final Terms or an index comprising one or more commodities, contracts for the future delivery of a commodity, indices linked to a single commodity or indices comprised of multiple commodities (each an **"Index Component"**);

**"Commodity Reference Price"** means (i) in respect of any Commodity or any Commodity Index, the Commodity Reference Price specified in the applicable Final Terms;

**"Delivery Date"** means, in respect of a Commodity Reference Price, the relevant date or month for delivery of the underlying Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (a) if a date is, or a month and year are, specified in the applicable Final Terms, that date or that month and year;
- (b) if a Nearby Month is specified in the applicable Final Terms, the month of expiration of the relevant Futures Contract; and
- (c) if a method is specified in the applicable Final Terms for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method;

**"Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Relevant Price in respect of a specified Commodity Reference Price when a Market Disruption Event occurs or exists on a day that is a Pricing Date (or, if different, the day on which prices for that Pricing Date would, in the ordinary course, be published or announced by the Price Source). A Disruption Fallback is applicable if it is specified in the applicable Final Terms or, if no Disruption Fallback is specified, the Calculation Agent shall determine the relevant actions in accordance with Commodity Linked Note Condition 2 (Consequences of a Market Disruption Event and Disruption Fallbacks).

**"Disappearance of Commodity Reference Price"** means (A) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange or (B) the disappearance of, or of trading in, the relevant Commodity or Index Component or (C) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract, Commodity or Index Component;

**"Exchange"** means, in respect of a Commodity, the exchange or principal trading market for such Commodity specified in the applicable Final Terms or in the Commodity Reference Price and in the case of a Commodity Index, the exchange or principal trading market for each Index Component comprising such Commodity Index;

**"Final Pricing Date"** or **"Final Interest Pricing Date"** means the date specified as such in the applicable Final Terms. References in these Conditions to "Final Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Final Interest Pricing Date";

**"Futures Contract"** means, in respect of a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to the Commodity referred to in that Commodity Reference Price;

**"Hedging Disruption"** means that the Issuer, and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the commodity price risk or any other relevant price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Notes.

**"Index Component Disruption Event"** means.

- (a) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published on any date between the Effective Date and such Pricing Date that is not a price published by the usual exchange or price source, but is a price determined by the Price Source; or
- (b) the Commodity Reference Price published by the Price Source on any Pricing Date includes, or is derived from, a price for one or more Index Components published by the usual exchange or price source on any date between the Issue Date and such

Pricing Date that, in the opinion of the Calculation Agent, has been calculated or published subject to the occurrence of market disruption or similar, or otherwise not in accordance with the usual, then-current, method used by such exchange or price source;

**"Initial Pricing Date" or "Initial Interest Pricing Date"** means the date specified as such in the applicable Final Terms. References in these Conditions to "Initial Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Initial Interest Pricing Date";

**"Intraday Price"** means, in respect of a Commodity, Commodity Index or Index Component and any time on a Pricing Date, the Relevant Price of such Commodity, Commodity Index or Index Component at such time on such day, as determined by the Calculation Agent, subject as provided in Commodity Linked Condition 2 (Consequences of a Market Disruption Event and Disruption Fallbacks) and if applicable Commodity Linked Condition 3 (Adjustments to a Commodity Index);

**"Limit Price Event"** means that the settlement price of any Commodity or Index Component has increased or decreased from the previous day's published settlement price by an amount equal to the maximum amount permitted under the applicable exchange rules for such Commodity or Index Component;

**"Material Change in Content"** means the occurrence since the Issue Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract or, in the case of a Commodity Index, Index Component;

**"Material Change in Formula"** means the occurrence since the Issue Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price or any Index Component used to calculate the Commodity Reference Price;

**"Nearby Month"**, when preceded by a numerical adjective, means, in respect of a Delivery Date and a Pricing Date, the month of expiration of the Futures Contract identified by that numerical adjective, so that, for example, (A) **"First Nearby Month"** means the month of expiration of the first Futures Contract to expire following that Pricing Date; (B) **"Second Nearby Month"** means the month of expiration of the second Futures Contract to expire following that Pricing Date; and (C) **"Sixth Nearby Month"** means the month of expiration of the sixth Futures Contract to expire following that Pricing Date;

**"Optional Additional Disruption Event"** means any event specified as such in the applicable Final Terms;

**"Price Source"** means the publication (or such other origin of reference, including an Exchange or Index Sponsor or Index Calculation Agent) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Commodity Reference Price;

**"Price Source Disruption"** means (A) the failure of the Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price, or (B) the temporary or permanent discontinuance or unavailability of the Price Source;

**"Pricing Date" or "Interest Pricing Date"** means each date specified in the Final Terms as being the Initial Pricing Date, an Averaging Date, an Observation Date, an Automatic Early Redemption Valuation Date or the Final Pricing Date or if any such date is not a Commodity Business Day, the immediately succeeding Commodity Business Day, unless, in the opinion of the Calculation Agent, such day is a Disrupted Day in which case:

- (a) the relevant Pricing Date or Interest Pricing Date, as applicable, shall be the first succeeding Commodity Business Day that is not a Commodity Disrupted Day, unless each of the number of consecutive Commodity Business Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Pricing Date or Scheduled Interest Pricing Date, as the case may be, is a Commodity Disrupted Day. In that case, (A) the last such consecutive Commodity Business Day shall be deemed to be the Pricing Date or Interest Pricing Date, as the case may be, notwithstanding

the fact that such day is a Commodity Disrupted Day, and (B) the Calculation Agent shall take action in accordance with the provisions of Commodity Linked Condition 2 (Consequences of a Market Disruption Event and Disruption Fallbacks).

References in these Conditions to "Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Interest Pricing Date";

**"Reference Dealers"** means four leading dealers in the relevant Commodities market selected by the Calculation Agent;

**"Relevant Price"** means, for any Pricing Date, the price, expressed as a price per unit of the Commodity, the price of the Commodity Index or any Index Component, determined with respect to that day for the Specified Commodity Reference Price calculated as provided in these Commodity Linked Conditions and the applicable Final Terms;

**"Specified Maximum Days of Disruption"** means five (5) Commodity Business Days or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms;

**"Specified Price"** means, in respect of a Commodity Reference Price for a Commodity Index, (A) the closing or (B) daily official level of such Commodity Index and in respect of any other Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the applicable Final Terms (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the spot price; or (O) any other price specified in the applicable Final Terms on the Pricing Date;

**"Scheduled Pricing Date"** or **"Scheduled Interest Pricing Date"** means any original date that, but for the occurrence of an event causing a Market Disruption Event, would have been a Pricing Date. References in these Conditions to "Scheduled Pricing Date" shall be deemed to apply *mutatis mutandis* in respect of any "Scheduled Interest Pricing Date";

**"Strike Day"** means each date specified as such in the applicable Final Terms;

**"Strike Period"** means the period specified as such in the applicable Final Terms;

**"Tax Disruption"** means the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Commodity or, in the case of a Commodity Index or any Index Component (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the Relevant Price on the day that would otherwise be a Pricing Date from what it would have been without that imposition, change or removal; and

**"Trading Disruption"** means the material suspension of, or the material limitation imposed on, trading in the relevant Futures Contract or the Commodity or, in the case of a Commodity Index, Index Component on the Exchange or in any additional futures contract, options contract, commodity index or commodity on any Exchange as specified in the applicable Final Terms. For these purposes:

- (a) a suspension of the trading in the Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if:
  - (i) all trading in the Futures Contract, Commodity or Index Component, as the case may be, is suspended for the entire Pricing Date; or
  - (ii) all trading in the Futures Contract, Commodity or Index Component is suspended subsequent to the opening of trading on the Pricing Date, trading does not recommence prior to the regularly scheduled close of trading in

such Futures Contract, Commodity or Index Component, as the case may be, on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and

- (b) a limitation of trading in the relevant Futures Contract, Commodity or Index Component, as the case may be, on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the relevant Futures Contract, Commodity or Index Component, as the case may be, may fluctuate and the closing or settlement price of the relevant Futures Contract, Commodity or Index Component, as the case may be, on such day is at the upper or lower limit of that range.

## ANNEX 6

### ADDITIONAL TERMS AND CONDITIONS FOR FUND LINKED NOTES

The terms and conditions applicable to Fund Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Fund Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Fund Linked Conditions, the Fund Linked Conditions shall prevail.

#### 1. Definitions

"**AUM Level**" has the meaning given to it in the applicable Final Terms, or if not so specified, with respect to (i) a Mutual Fund, EUR 50,000,000, or (ii) a Hedge Fund, EUR 50,000,000, or the equivalent in any other currency.

"**Basket Trigger Event**" means that an Extraordinary Fund Event occurs in respect of one or more Funds comprising the Fund Basket which has or, in the event that an Extraordinary Fund Event has occurred in respect of more than one Fund, together have, a Weighting in the Fund Basket equal to or greater than the Basket Trigger Level.

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent.

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is a Fund Business Day.

"**Delayed Payment Cut-off Date**" has the meaning given in the applicable Final Terms or, if not so specified, the date falling two calendar years after the originally designated Settlement Date, Redemption or Termination Date, as the case may be;

"**Extraordinary Fund Event Effective Date**" means, in respect of an Extraordinary Fund Event, the date on which such Extraordinary Fund Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion;

"**Final Calculation Date**" means the date specified as such in the applicable Final Terms.

"**Fund**" means each Mutual Fund, Hedge Fund or Private Equity Fund.

"**Fund Basket**" means where the Fund Linked Notes are linked to the performance of Fund Shares of more than one Fund, a basket comprising such Fund Shares.

"**Fund Business Day**" means either (i) with respect to single Fund, Fund Business Day (Single Fund Share Basis), or (ii) in respect of a Fund Basket, either Fund Business Day (All Fund Shares Basis) or Fund Business Day (Per Fund Share Basis) as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Fund Business Day (Per Fund Share Basis) shall apply.

"**Fund Business Day (All Fund Shares Basis)**" means, with respect to a Fund Basket, a date (i) that is a Fund Valuation Date for all Fund Shares comprised in the Fund Basket, (ii) for which there has been a corresponding Fund Reporting Date in respect of each such Fund and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for each such Fund Share executed at the NAV per Fund Share published on the relevant Fund Reporting Date.

"**Fund Business Day (Per Fund Share Basis)**" means, with respect to a Fund Share, a date (i) that is a Fund Valuation Date in respect of such Fund Share, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or redemption order for the Fund Shares executed at the NAV per Fund Share published on the relevant Fund Reporting Date.

"**Fund Business Day (Single Fund Share Basis)**" means with respect to a Fund Share, a date (i) that is a Fund Valuation Date, (ii) for which there has been a corresponding Fund Reporting Date and (iii) on which the Hedge Provider has, or could have, a subscription or

redemption order for the Fund Shares executed at the NAV per Fund Share published on the relevant Fund Reporting Date.

**"Fund Documents"** means with respect to any Fund Share, the offering document of the relevant Fund in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such Fund Share and, for the avoidance of doubt, any other documents or agreements in respect of the Fund, as further described in any Fund Document.

**"Fund Reporting Date"** means, subject to the occurrence of an Extraordinary Fund Event, in respect of any Fund Share and a Fund Valuation Date, the date on which, in accordance with the Fund Documents, the relevant NAV per Fund Share is reported or published in respect of such Fund Valuation Date.

**"Fund Service Provider"** means, in respect of any Fund, any person who is appointed to provide services, directly or indirectly, in respect of such Fund, whether or not specified in the Fund Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms.

**"Fund Share(s)"** means an ownership interest issued to or held by an investor in a Fund or any other interest specified as such in the applicable Final Terms.

**"Fund Valuation Date"** means any date as of which, in accordance with the Fund Documents, the Fund (or the Fund Service Provider that generally determines such value) is or but for the occurrence of an Extraordinary Fund Event would have been scheduled to determine the NAV per Fund Share.

**"Hedge Fund"** means the hedge fund(s) specified as such in the applicable Final Terms.

**"Hedge Provider"** means the party (being, *inter alios*, the Issuer the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Notes or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of Fund Shares, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of Fund Shares as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes.

**"Hedging Date"** has the meaning given to it in the applicable Final Terms.

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in a Fund Share which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding a Fund Share at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"Implied Embedded Option Value"** means an amount which may never be less than zero equal to the present value as at the Implied Embedded Option Value Determination Date of any future payments under the Notes determined by the Calculation Agent in its sole and absolute discretion taking into account, without limitation, such factors as interest rates, the net proceeds achievable from the sale of any Fund Shares by the Hedge Provider, the volatility of the Fund Shares and transaction costs.

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary Fund Event for which the Issuer determines the relevant action is to be Termination.

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified the Hedging Date.

**"Merger Event"** means, in respect of any relevant Shares and Entity (as defined below), any (i) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such Entity, is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of an Entity that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an Entity or its subsidiaries with or into another entity in which the Entity is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Extraordinary Fund Event Effective Date, as determined by the Calculation Agent, is on or before the Final Calculation Date. For the purposes of this definition "Merger Event" only, "**Shares**" shall mean the applicable Fund Shares or the shares of any applicable Fund Service Provider, as the context may require, and "**Entity**" shall mean the applicable Fund or any applicable Fund Service Provider, as the context may require.

**"Mutual Fund"** means the mutual fund(s) specified as such in the applicable Final Terms.

**"NAV per Fund Share"** means, with respect to the relevant Fund Shares and the Fund Reporting Date relating to such Fund Shares, (i) the net asset value per Fund Share as of the relevant Fund Valuation Date, as reported on such Fund Reporting Date by the Fund Service Provider that generally publishes or reports such value on behalf of the Fund to its investors or a publishing service, or (ii) if the Fund Service Provider of the Fund publishes or reports only the aggregate net asset value of the Fund Shares, the net asset value per Fund Share calculated by the Calculation Agent on the basis of such aggregate net asset value of the Fund Shares divided by the number of Fund Shares issued and outstanding as of the relevant Fund Valuation Date.

**"NAV Trigger Event"** means, in respect of the Fund Shares, that (i) the NAV per Fund Share has decreased by an amount equal to, or greater than, the NAV Trigger Percentage(s) at any time during the related NAV Trigger Period, or (ii) the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any other contractual restriction binding on or affecting the Fund or any of its assets.

**"NAV Trigger Percentage"** means the percentage specified in the applicable Final Terms or, if not so specified, with respect to (i) a Mutual Fund 50 per cent., or (ii) a Hedge Fund 50 per cent.

**"NAV Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date.

**"Non-Principal Protected Termination Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount determined by the sum of:

- (a) the Implied Embedded Option Value; and
- (b) if Delayed Redemption on the Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Simple Interest.

**"Number of NAV Publication Days"** means the number of calendar days specified in the applicable Final Terms or if not so specified, with respect to (i) a Mutual Fund, 5 calendar days, or (ii) a Hedge Fund, 10 calendar days.



**"Principal Protected Termination Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount determined as the sum of:

- (a) the Protected Amount;
- (b) the Implied Embedded Option Value; and
- (c) if Delayed Redemption on the Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Simple Interest.

**"Protected Amount"** means (i) if Delayed Redemption on the Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the amount specified as such in the applicable Final Terms, or (ii) if Delayed Redemption on the Occurrence of an Extraordinary Fund Event is not specified as being applicable in the applicable Final Terms, the present value of a hypothetical zero coupon bond reflecting the principal protection feature of the Notes as of the Implied Embedded Option Value Determination Date, as determined by the Calculation Agent.

**"Private Equity Fund"** means the private equity fund(s) specified as such in the applicable Final Terms.

**"Simple Interest"** means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Implied Embedded Option Value during the period from (and including) the Implied Embedded Option Value Determination Date to (and including) the Final Calculation Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

- (a) the "Effective Date" is the Implied Embedded Option Value Determination Date;
- (b) the "Termination Date" is the Termination Date;
- (c) the "Floating Rate Payer Payment Date" is the Termination Date;
- (d) the "Floating Rate Option" is EUR-EURIBOR-Reuters (if the Settlement Currency is EUR) or USD-LIBOR-BBA (if the Settlement Currency is USD);
- (e) the "Designated Maturity" is 3 months;
- (f) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;
- (g) the "Floating Rate Day Count Fraction" is Actual/360;
- (h) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and
- (i) "Compounding" is "Inapplicable".

**"Strike Day"** means each date specified as such in the applicable Final Terms.

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the Fund or Fund Service Provider, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**"Termination Amount"** means the amount specified in the applicable Final Terms or if not so specified, (i) the Principal Protected Termination Amount, or (ii) the Non-Principal Protected Termination Amount as specified in the applicable Final Terms.

**"Termination Date"** means (i) the date determined by the Issuer and specified in the notice given to Noteholders in accordance with Fund Linked Condition 4.2(d), or (ii) if Delayed

Redemption on the Occurrence of an Extraordinary Fund Event is specified as being applicable in the applicable Final Terms, the Maturity Date.

"Trade Date" has the meaning given to it in the applicable Final Terms.

## 2. Extraordinary Fund Events

Subject to the provisions of Fund Linked Condition 3 (Determination of Extraordinary Fund Events), "**Extraordinary Fund Event**" means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

### Global Events:

- (a) the Fund or any Fund Service Provider (i) ceases trading and/or, in the case of a Fund Service Provider, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable) (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or
- (b) the occurrence of a Merger Event or Tender Offer;

### Litigation/Fraudulent Activity Events:

- (a) there exists any litigation against the Fund or a Fund Service Provider which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares; or
- (b) (i) an allegation of criminal or fraudulent activity is made in respect of the Fund, or any Fund Service Provider, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the Fund, any Fund Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the Fund Shares or the rights or remedies of any investor in such Fund Shares;

**Fund Service Provider/Key Person Events:**

- (a) (i) a Fund Service Provider ceases to act in such capacity in relation to the Fund and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the Fund and/or any Fund Service Provider to meet or maintain any obligation or undertaking under the Fund Documents which failure is reasonably likely to have an adverse impact on the value of the Fund Shares or on the rights or remedies of any investor in such Fund Shares; or
- (b) one or more of the key individuals involved with, or having supervision over, the Fund or a Fund Service Provider ceases to act in such capacity, and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual or individuals ceasing to act;

**Modification Events:**

- (a) a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the Fund (howsoever described, including the underlying type of assets in which the Fund invests), from those set out in the Fund Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- (b) a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the Fund invests, or (ii) the Fund purports to track;
- (c) a material modification, or any announcement regarding a potential future material modification, of the Fund (including but not limited to a material modification of the Fund Documents or to the Fund's liquidity terms) other than a modification or event which does not affect the Fund Shares or the Fund or any portfolio of assets to which the Fund Share relates (either alone or in common with other Fund Shares issued by the Fund);
- (d) the creation by the Fund of any illiquid share class or unit howsoever described;
- (e) the currency denomination of the Fund Shares is amended from that set out in the Fund Documents so that the NAV per Fund Share is no longer calculated in the same currency as it was as at the Trade Date;
- (f) if applicable, the Fund ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction; or
- (g) following the issue or creation of a new class or series (howsoever described in the Fund Documents) of shares or units by the Fund, the Calculation Agent determines taking into consideration the potential cross-liability between classes of shares or units (howsoever described in the Fund Documents) that such new class or series has or may have an adverse effect on the hedging activities of the Hedge Provider in relation to the Notes;

**NAV per Fund Share/AUM Level Events:**

- (a) a material modification of the method of calculating the NAV per Fund Share;
- (b) any change in the periodicity of the calculation or the publication of the NAV per Fund Share;
- (c) any suspension of the calculation or publication of the NAV per Fund Share;
- (d) the occurrence of any event affecting a Fund Share that, in the sole and absolute discretion of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the NAV per Fund Share;

- (e) any of the Fund, any Fund Service Provider or any other party acting on behalf of the Fund fails for any reason to calculate and publish the NAV per Fund Share within the Number of NAV Publication Days following any date scheduled for the determination of the valuation of the Fund Shares unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- (f) any Fund Service Provider uses asset prices provided by the investment manager (howsoever described in the Fund Documents) to calculate the NAV per Fund Share when such asset prices could have been obtained from independent sources and the asset prices from independent sources materially diverge from the asset prices provided by the investment manager (howsoever described in the Fund Documents);
- (g) the assets under management of the Fund falls below the AUM Level;
- (h) (i) the Calculation Agent determines, at any time, that the NAV per Fund Share is inaccurate, or (ii) the reported net asset value of the Fund Shares misrepresents the net asset value of the Fund Shares;
- (i) a NAV Trigger Event occurs; or
- (j) (i) in the case of a Hedge Fund only, the audited net asset value of the Fund and/or the NAV per Fund Share is different from the audited net asset value of the Fund and/or the NAV per Fund Share communicated by the relevant Fund Service Provider in respect of the same date, (ii) the auditors of the Fund qualify any audit report, or refuse to provide an unqualified audit report, in respect of the Fund, and/or (iii) the Calculation Agent, in its sole and absolute discretion, does not deem the audited net asset value of the Fund and/or the NAV per Fund Share to be representative of the actual net asset value of the Fund and/or the NAV per Fund Share;

#### **Reporting Events:**

- (a) any failure of the Fund, or its authorised representative, to deliver or publish, or cause to be delivered or published, (i) information that the Fund has agreed to deliver or publish, or agreed to cause to be delivered or published, to the Calculation Agent or Hedge Provider, or (ii) information that has been previously delivered to the Hedge Provider or the Calculation Agent, as applicable, in accordance with the Fund's, or its authorised representative's, normal practice and that the Hedge Provider deems necessary for it or the Calculation Agent, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the Fund Share; or
- (b) any Fund Service Provider fails to provide the Calculation Agent, within a reasonable time, with any information that the Calculation Agent has reasonably requested regarding the investment portfolio or other activities or undertakings of the Fund;

#### **Tax/Law/Accounting/Regulatory Events:**

- (a) there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- (b) (i) any relevant activities of or in relation to the Fund or a Fund Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of

compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over the Fund), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the Fund or a Fund Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the Fund is required by a competent authority to redeem any Fund Shares, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any Fund Shares held in connection with any hedging arrangements relating to the Notes and/or (v) any change in the legal, tax, accounting or regulatory treatment of the Fund or any Fund Service Provider that is reasonably likely to have an adverse impact on the value of the Fund Shares or other activities or undertakings of the Fund or on the rights or remedies of any investor in such Fund Shares, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

- (a) in connection with any hedging activities in relation to the Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount of regulatory capital that would have to be maintained in respect of any holding of Fund Shares or that would subject a holder of the Fund Shares or the Hedge Provider to any loss), purchase or sell the relevant Fund Shares or any underlying assets of or related to the Fund or for the Hedge Provider to maintain such hedging arrangements and, subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;
- (b) in connection with the hedging activities in relation to the Notes, if the cost to the Hedge Provider in relation to the Notes and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or the combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Notes and the related hedging arrangements;
- (c) in connection with the hedging activities in relation to the Notes, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary to hedge the Issuer's obligations under the Notes or (ii) to realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the Fund on any investor's ability to redeem a Fund Share, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Share, or (B) any mandatory redemption, in whole or in part, of such Fund Share; or

- (d) at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Notes;

**Dealing Events:**

- (a) (i) the non-execution or partial-execution by the Fund for any reason of a subscription or redemption order in respect of any Fund Shares (including, for the avoidance of any doubt, any non-execution by the Fund pending completion of its fiscal audit) (ii) the Fund suspends or refuses transfers of any of its Fund Shares (including, without limitation, if the Fund applies any gating, deferral, suspension or other similar provisions permitting the Fund to delay or refuse redemption or transfer of Fund Shares), (iii) the Fund imposes in whole or in part any restriction (including, without limitation, any redemption in specie), charge or fee in respect of a redemption or subscription of its Fund Shares by the Hedge Provider or exercises its right to claw back the proceeds already paid on redeemed Fund Shares, if in any case it could in the sole and absolute determination of the Calculation Agent have an adverse impact on the Hedge Provider's rights or obligations in relation to its hedging activities in relation to the Notes, or (iv) a mandatory redemption, in whole or in part, of the Fund Shares is imposed by the Fund on any one or more holders of Fund Shares at any time for any reason;

**Miscellaneous Events:**

- (a) in the case of Notes linked to a Fund Basket, a Basket Trigger Event occurs;
- (b) the Fund or any Fund Service Provider defaults under, materially modifies, or terminates any rebate agreements in place with the Issuer, the Hedge Provider or any of its Affiliates;
- (c) if the Fund is part of an umbrella structure with more than one sub-fund, a cross-contamination or other failure to segregate the portfolio of assets held by the Fund occurs between different series, classes and/or sub-funds;
- (d) any security granted by the Fund or any Fund Service Provider over any of its assets is enforced or becomes capable of being enforced or any arrangement which in the determination of the Calculation Agent is comparable to security over any such assets (including without limitation any repo or prime brokerage arrangement) becomes enforceable or capable of early termination or any derivatives, repo, securities lending or other trading or dealing arrangement relating to the assets of the Fund becomes enforceable or terminable early by reason of any event of default (howsoever described) relating to the Fund or the relevant Fund Service Provider; or
- (e) the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider or any parent company (howsoever described) of the Fund, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and unguaranteed debt rating assigned to any Fund Service Provider by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's).

References solely in this Fund Linked Condition 2 (Extraordinary Fund Events) to:

- (i) "**Fund**" shall include the Fund and any funds in which it invests any of its investible assets from time to time; and
- (ii) "**Fund Shares**" shall include the Fund Shares and the shares or units in any Fund (as defined in paragraph (i) above).

### 3. Determination of Extraordinary Fund Events

The Calculation Agent will determine if an Extraordinary Fund Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary Fund Event, the Issuer may determine which Extraordinary Fund Event is to be triggered, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary Fund Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

### 4. Consequences of an Extraordinary Fund Event or an Additional Disruption Event

- 4.1 If the Calculation Agent determines that an Extraordinary Fund Event has occurred, the Calculation Agent shall, on or prior to the date on which such Extraordinary Fund Event is no longer continuing, give notice ("**Extraordinary Fund Event Notice**") to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, (which notice shall be irrevocable), of the occurrence of such Extraordinary Fund Event (the date on which an Extraordinary Fund Event Notice is given, an "**Extraordinary Fund Event Notification Date**") and set out, if determined at that time, the action that the Issuer has determined to take in respect of the Extraordinary Fund Event pursuant to Fund Linked Condition 4.2 below. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary Fund Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, as soon as reasonably practicable after the Extraordinary Fund Event Notification Date.

For such purposes, an Extraordinary Fund Event shall be considered to be "continuing" if it has not been remedied to the reasonable satisfaction of the Issuer.

The Calculation Agent shall provide Noteholders with an Extraordinary Fund Event Notice as soon as reasonably practicable following the determination of an Extraordinary Fund Event. However, neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Noteholder or any other person in connection with the Notes as a result of any delay, howsoever arising. If the Calculation Agent gives an Extraordinary Fund Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Notes until the Issuer has determined the action that it has determined to take pursuant to Fund Linked Condition 4.2 below.

- 4.2 Following the occurrence of an Extraordinary Fund Event, the Issuer, in its sole and absolute discretion, may take the action described below in (a), (b), (c) or (d):

(a) No Action

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**No Action**", then the Fund Linked Notes shall continue and there shall be no amendment to the Terms and Conditions and/or the applicable Final Terms.

(b) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Adjustment**", then the Calculation Agent may determine, in its sole and absolute discretion, the appropriate adjustment(s), if any, to be made to any one or more Fund, Fund Share and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the

applicable Final Terms to take account of the Extraordinary Fund Event and determine the effective date of such adjustment.

(c) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Substitution**", the Calculation Agent shall:

- (i) determine the weighted average price at which a Hypothetical Investor can redeem the Fund Shares in the relevant Fund in such number as determined by the Calculation Agent in its sole and absolute discretion as soon as it is reasonably practicable following the Extraordinary Fund Event;
- (ii) for a period of not longer than 14 calendar days following the date on which a Hypothetical Investor would have received proceeds from a redemption order in full submitted by the Hedge Provider as soon as practicable following the occurrence of an Extraordinary Fund Event, use reasonable efforts to substitute the Fund Shares with shares, units or other similar interests in an alternative fund which, in the sole and absolute determination of the Calculation Agent, has similar characteristics to the relevant Fund, including but not limited to, comparable investment objectives, investment restrictions and investment processes and has service providers acceptable to the Calculation Agent;
- (iii) if no alternative fund can be determined pursuant to the preceding subparagraph (ii) above, use reasonable efforts to substitute the Fund with an index (or a fund tracking such index) selected by the Calculation Agent in its sole and absolute discretion; and
- (iv) following any substitution in accordance with sub-paragraph (ii) or (iii) above, the Issuer may, in its sole and absolute discretion, require the Calculation Agent make such determinations and/or adjustments to these Terms and Conditions and/or the Final Terms as it determines to be appropriate to take account of such Substitution.

(d) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary Fund Event is to be "**Termination**", on giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be (which such notice may be included in the Extraordinary Fund Event Notice in respect of the relevant Extraordinary Fund Event and will specify the Termination Date), all but not some only of the outstanding Fund Linked Notes shall be redeemed by payment of the Termination Amount on the Termination Date, subject to Fund Linked Condition 5. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

(e) General

In determining to take a particular action as a result of an Extraordinary Fund Event, the Issuer is under no duty to consider the interests of Noteholders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary Fund Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Noteholders or any other person in connection with the Notes as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Notes.



Upon determining the occurrence of an Extraordinary Fund Event, the Issuer shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, giving details of the Extraordinary Fund Event and the action to be taken in respect thereof.

#### **5. Redemption/Termination Date Extension**

In the case of Cash Settled Notes, if on the date falling two Business Days prior to the Scheduled Redemption Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, the Hedge Provider has not, after having placed one or more redemption orders in respect of its holding of Fund Shares in accordance with the terms of the relevant Fund Documents, received redemption proceeds in full in respect of such Fund Shares (the "**Redemption Proceeds**"), the Calculation Agent may notify the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, that the Redemption Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, has been postponed. As soon as practicable following receipt by the Hedge Provider of the Redemption Proceeds the Calculation Agent shall give notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be (such notice the "**Delayed Payment Notice**") and redeem the Notes on the date falling not more than five Business Days following the receipt of the Delayed Payment Notice (such date, the "**Postponed Redemption Date**") by payment to each Noteholder of the Redemption Amount, the Automatic Early Redemption Amount or the Termination Amount, as the case may be, provided that, if the Hedge Provider does not receive the Redemption Proceeds within the period ending on the Delayed Payment Cut-off Date, the Postponed Redemption Date shall be the Delayed Payment Cut-off Date.

In the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided in General Condition 3 of the Terms and Conditions of the English Law Notes or General Condition 3 of the Terms and Conditions of the French Law Notes, as the case may be, accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Redemption Date, the Automatic Early Redemption Date or the Termination Date, as the case may be, (or, if none, the Interest Commencement Date) to (but excluding) the Scheduled Redemption Date or the Termination Date, as the case may be, but shall only be obliged to make such payment of interest on the Postponed Redemption Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay.

## ANNEX 7

### ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

The terms and conditions applicable to Credit Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Credit Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Credit Linked Conditions, the Credit Linked Conditions shall prevail.

#### 1. General

##### 1.1 Credit Terms

The Final Terms shall specify:

- (a) the type of Credit Linked Notes, being Single Reference Entity CLNs, Nth-to-Default CLNs, Linear Basket CLNs or such other type as may be specified in the Final Terms;
- (b) the Settlement Method (if not Auction Settlement) and, where Auction Settlement applies, the applicable Fallback Settlement Method;
- (c) the Reference Entity or Reference Entities in respect of which a Credit Event may occur;
- (d) the Reference Obligation(s) (if any) in respect of each Reference Entity;
- (e) the Trade Date and the Scheduled Maturity Date;
- (f) the Transaction Type applicable to each Reference Entity; and
- (g) the Reference Entity Notional Amount in respect of each Reference Entity.

##### 1.2 Physical Settlement Matrix

Where a Transaction Type is specified in the Final Terms in respect of any Reference Entity, then the provisions of these Terms shall apply with respect to such Reference Entity in accordance with the Physical Settlement Matrix as it applies to such Transaction Type, as though such Physical Settlement Matrix were set out in full in the Final Terms.

##### 1.3 Additional Provisions

If, in accordance with the specified Transaction Type or otherwise, any Additional Provisions are applicable, these Credit Linked Conditions shall take effect subject to the provisions thereof.

##### 1.4 Linear Basket CLNs

If the Credit Linked Notes are Linear Basket CLNs, then the provisions of these Credit Linked Conditions relating to redemption of Credit Linked Notes following satisfaction of Conditions to Settlement, extension of maturity of Credit Linked Notes on delivery of an Extension Notice, cessation or suspension of accrual of interest or accrual and payment of interest following the Scheduled Maturity Date shall apply separately with respect to each Reference Entity and a principal amount of each Credit Linked Note corresponding to the Reference Entity Notional Amount divided by the number of Credit Linked Notes then in issue. The remaining provisions of these Credit Linked Conditions shall be construed accordingly.

#### 2. Redemption

##### 2.1 Redemption absent Satisfaction of Conditions to Settlement

The Issuer will redeem each Credit Linked Note on the related CLN Maturity Date (as such date may be extended in accordance with the definition thereof) by payment of an amount equal to the outstanding principal amount of such Note (or, in the case of Linear Basket CLNs, the relevant portion thereof) (together with interest, if any, payable thereon) unless:

- (a) the Credit Linked Notes have been previously redeemed or purchased and cancelled in full (including pursuant to Credit Linked Conditions 2.2, 2.3 or 2.4); or
- (b) the Conditions to Settlement have been satisfied, in which event the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 2.2.

## **2.2 Redemption following Satisfaction of Conditions to Settlement**

Upon satisfaction of the Conditions to Settlement in relation to any Reference Entity, each Credit Linked Note (or, in the case of Linear Basket CLNs, the relevant portion thereof) will be subject to redemption:

- (a) if the applicable Settlement Method is Auction Settlement, by payment of its *pro rata* share of the Auction Settlement Amount on the Auction Settlement Date, unless a Fallback Settlement Event occurs, in which event the Issuer shall perform its respective payment and/or delivery obligations in accordance with the applicable Fallback Settlement Method. If the Conditions to Settlement with respect to a new Credit Event are satisfied following the occurrence of a Fallback Settlement Event with respect to a first Credit Event and no Fallback Settlement Event occurs with respect to such new Credit Event, the Issuer shall, if it so elects on or prior to a related Valuation Date or Delivery Date, redeem the Credit Linked Notes in accordance with this Credit Linked Condition 2.2(a) by Auction Settlement;
- (b) if the applicable Settlement Method is Physical Settlement, in accordance with Credit Linked Condition 4; and
- (c) if the applicable Settlement Method is Cash Settlement, by payment of its *pro rata* share of the Cash Settlement Amount on the Cash Settlement Date.

Where the Notes are Nth-to-Default CLNs, the Conditions to Settlement shall not be satisfied with respect to the Notes until the Conditions to Settlement are satisfied with respect to the Nth Reference Entity. Where the Notes are Nth-to-Default CLNs and the Conditions to Settlement are satisfied with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Conditions to Settlement were satisfied.

## **2.3 Redemption following a Merger Event**

If this Credit Linked Condition 2.3 is specified as applicable in the applicable Final Terms, in the event that in the determination of the Calculation Agent a Merger Event has occurred, the Issuer may give notice to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, and redeem all but not some only of the Credit Linked Notes at the Early Redemption Amount on the Merger Event Redemption Date.

## **2.4 Additional Credit Linked Note Disruption Events**

If the Calculation Agent determines that an Additional Credit Linked Note Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be. If the Notes are so redeemed, the Issuer will pay an amount to each Noteholder in respect of each Note equal to the fair market value of such Note taking into account the Additional Credit Linked Note Disruption Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

## **2.5 Suspension of Obligations**

If a Credit Event Resolution Request Date occurs or if a notice is delivered to ISDA as contemplated in the definition of "Credit Event Resolution Request Date" in relation to any Reference Entity, then (unless the Issuer otherwise elects by notice to the Calculation Agent and the Noteholders) from the date delivery of such notice is effective (and notwithstanding that the relevant Credit Derivatives Determinations Committee has yet to determine whether Publicly Available Information is available or that a Credit Event has occurred), any obligation of the Issuer to redeem any Credit Linked Note (including pursuant to Credit Linked Condition 2.2) or pay any amount of interest which would otherwise be due thereon shall, insofar as it relates to the relevant Reference Entity, be and remain suspended until such time as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved with respect to such Reference Entity:

- (a) the matters described in sub-paragraphs (a) and (b) of the definition of "Credit Event Resolution Request Date"; or
- (b) not to determine such matters.

During such suspension period, the Issuer shall not be obliged to, nor entitled to, take any action in connection with the settlement of the Credit Linked Notes, in each case insofar as they relate to the relevant Reference Entity. Once ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved, the matters set out in paragraphs (i) and (ii) above, such suspension shall terminate and any obligations so suspended shall resume on the basis of such Resolution on the CLN Business Day following such public announcement by ISDA, with the Issuer having the benefit of the full day notwithstanding when the suspension began. Any amount of interest so suspended shall, subject always to Credit Linked Condition 3.1, become due on the date determined by the Calculation Agent, in its sole discretion but not later than fifteen Business Days following such public announcement by ISDA.

For the avoidance of doubt, no interest shall accrue on any payment of interest or principal which is deferred in accordance with this Credit Linked Condition 2.5.

## **2.6 Miscellaneous provisions relating to Redemption**

If the Credit Linked Notes are partially redeemed, the relevant Credit Linked Notes or, if the Credit Linked Notes are represented by a Global Note, such Global Note, shall be endorsed to reflect such partial redemption. Upon such partial redemption, the outstanding principal amount of each Note shall be reduced for all purposes (including accrual of interest thereon) accordingly.

Redemption of any Credit Linked Note in accordance with Credit Linked Condition 2, together with payment of interest, if any, due thereon shall discharge all or the relevant portion of the obligations of the Issuer in relation thereto.

Any amount payable under Credit Linked Condition 2.2 shall be rounded downwards to the nearest sub-unit of the relevant currency.

## **3. Interest**

### **3.1 Cessation of Interest Accrual**

Upon the occurrence of an Event Determination Date in respect of any Reference Entity, interest on such Credit Linked Note (or, in the case of Linear Basket CLNs, the relevant portion thereof) shall cease to accrue with effect from and including either:

- (a) the Interest Payment Date immediately preceding such Event Determination Date (or, in the case of the first Interest Period, the Interest Commencement Date); or
- (b) if so specified in the Final Terms, such Event Determination Date.

### **3.2 Interest following Scheduled Maturity**

Subject always to Credit Linked Condition 3.1, if an Extension Notice has been given (other than pursuant to paragraph (d) of the definition of "Extension Notice"), each Credit Linked

Note (or, in the case of Linear Basket CLNs, the relevant portion thereof) which is outstanding following the Scheduled Maturity Date shall continue to bear interest from (and including) the Scheduled Maturity Date to (but excluding) the related CLN Maturity Date at a rate of interest equal to either:

- (a) the rate that BNP Paribas would pay to an independent customer in respect of overnight deposits in the currency of the Credit Linked Notes; or
- (b) such other rate as shall be specified for such purpose in the Final Terms.

For the avoidance of doubt, if an Extension Notice has been given pursuant to paragraph (d) of the definition thereof, no interest shall accrue from (and including) the Scheduled Maturity Date to (but excluding) the related CLN Maturity Date.

### **3.3 Interest Payment Dates**

If the Credit Linked Notes are redeemed pursuant to the General Conditions or these Credit Linked Conditions, the Scheduled Maturity Date, the CLN Maturity Date (if not the Scheduled Maturity Date), the Auction Settlement Date, the Cash Settlement Date or the last Delivery Date, as the case may be, shall be an Interest Payment Date in respect of each Credit Linked Note (or, in the case of Linear Basket CLNs, the relevant portion thereof) and the Issuer shall pay any interest that has accrued in respect of each Credit Linked Note (or, as applicable, the relevant portion thereof) on such Interest Payment Date.

## **4. Physical Settlement**

### **4.1 Delivery and payment**

If Physical Settlement applies to any Credit Linked Note, then, upon the satisfaction of the related Conditions to Settlement, the Issuer shall, on or prior to the related Physical Settlement Date and subject to Credit Linked Condition 4.2, 4.3 and 4.6, redeem such Credit Linked Note (or, in the case of Linear Basket CLNs, the relevant portion thereof), respectively, by:

- (a) Delivering a *pro rata* share of the Deliverable Obligations specified in the related Notice of Physical Settlement; and
- (b) paying such Note's *pro rata* portion of the related Physical Settlement Adjustment Rounding Amount.

### **4.2 Partial Cash Settlement Due to Impossibility or Illegality**

If, due to an event beyond the control of the Issuer, it is impossible or illegal for the Issuer to Deliver or, due to an event beyond the control of the Issuer or any Noteholder, it is impossible or illegal for the Issuer or the relevant Noteholder to accept Delivery of any of the Deliverable Obligations specified in a Notice of Physical Settlement on the related Physical Settlement Date, then on such date the Issuer shall Deliver any of the Deliverable Obligations specified in the Notice of Physical Settlement for which it is possible and legal to take Delivery. If any Undeliverable Obligations have not been delivered on or prior to the Latest Permissible Physical Settlement Date, then Partial Cash Settlement shall apply with respect to such Undeliverable Obligations and, accordingly, the Issuer shall pay the relevant Noteholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the relevant Noteholders on the Partial Cash Settlement Date.

### **4.3 Non-Delivery of Deliverable Obligations**

If the Issuer does not Deliver any Deliverable Obligation specified in a Notice of Physical Settlement other than as a result of an event or circumstance contemplated in Credit Linked Condition 4.2 above (including following the occurrence of a Hedge Disruption Event), such failure shall not constitute an Event of Default for the purpose of the Notes and the Issuer may continue to attempt to Deliver the Deliverable Obligations that are Bonds or Loans until the Extended Physical Settlement Date.

If, as at the relevant Extended Physical Settlement Date, any such Deliverable Obligations have not been Delivered, then Partial Cash Settlement shall apply with respect to such

Deliverable Obligations and the Issuer shall pay to the Noteholders an amount equal to the Partial Cash Settlement Amount to be apportioned *pro rata* amongst the Noteholders on the Partial Cash Settlement Date.

#### **4.4 Aggregation and Rounding**

Where a Noteholder holds Credit Linked Notes in an aggregate nominal amount greater than the Specified Denomination, the Outstanding Principal Balance of the Deliverable Obligations to be Delivered in respect of the Credit Linked Notes shall be aggregated for the purposes of this Credit Linked Condition 4. If the nominal amount of the Deliverable Obligations to be Delivered in respect of each Credit Linked Note to be redeemed pursuant to this Credit Linked Condition 4.4 on any occasion is not equal to an authorised denomination (or integral multiple thereof) of such Deliverable Obligations then the nominal amount of Deliverable Obligations to be Delivered will be rounded down to the nearest authorised denomination or multiple thereof, or, if none, to zero. In such circumstances, the Deliverable Obligations that were not capable of being Delivered shall, if and to the extent practicable, be sold by the Issuer or such other agent as may be appointed by the Issuer for such purpose and, if they are so sold, the Issuer shall make payment in respect of each Credit Linked Note in an amount equal to its pro rata share of the related net sale proceeds as soon as reasonably practicable following receipt thereof.

#### **4.5 Delivery and Fees**

The Delivery of any of the Deliverable Obligations pursuant to the provisions of this Credit Linked Condition 4 shall be made in such commercially reasonable manner as the Issuer shall, in its sole discretion, determine to be appropriate for such Delivery. Subject as set out in the definition of "Deliver":

- (a) any recordation, processing or similar fee reasonably incurred by the Issuer and/or any of its Affiliates and payable to the agent under a Loan in connection with an assignment (where Deliverable Obligations include Assignable Loans or Consent Required Loans) shall be payable by the relevant Noteholders, and if any Stamp Tax is payable in connection with the Delivery of any Deliverable Obligations, payment thereof shall be made by the relevant Noteholders; and
- (b) any other expenses arising from the Delivery and/or transfer of the Deliverable Obligations shall be for the account of the Noteholders or the Issuer, as appropriate, determined in accordance with then current market conventions.

Delivery and/or transfer of the Deliverable Obligations shall be delayed until all expenses relating to such Delivery or transfer payable by the Noteholders have been paid to the satisfaction of the Issuer.

#### **4.6 Asset Transfer Notice**

A Noteholder will not be entitled to any of the amounts or assets specified as being due to it in this Credit Linked Condition 4.6 upon the satisfaction of the Conditions to Settlement unless it has presented or surrendered (as is appropriate) the relevant Credit Linked Note and delivered an Asset Transfer Notice in accordance with General Condition 4(b)(A) of the Terms and Conditions of the English Law Notes or General Condition 4(b)(A) of the Terms and Conditions of the French Law Notes, as the case may be. For so long as the Credit Linked Notes are held in any clearing system, any communication from such clearing system on behalf of the Noteholder containing the information required in an Asset Transfer Notice will be treated as an Asset Transfer Notice. For as long as Bearer Notes are represented by a Global Note, surrender of Credit Linked Notes for such purpose will be effected by presentation of the Global Note and its endorsement to note the principal amount of Credit Linked Notes to which the relevant Asset Transfer Notice relates.

### **5. Provisions relating to Obligation Category and Characteristics and Deliverable Obligation Category and Characteristics**

#### **5.1 Obligation Characteristics**

If the Obligation Characteristic "Listed" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though Listed had been specified as an Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Obligation Category.

## **5.2 Deliverable Obligation Category and Characteristics**

If:

- (a) either of the Deliverable Obligation Characteristics "Listed" or "Not Bearer" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds and shall only be relevant if Bonds are covered by the selected Deliverable Obligation Category;
- (b) the Deliverable Obligation Characteristic "Transferable" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans (and shall only be relevant to the extent that obligations other than Loans are covered by the selected Deliverable Obligation Category);
- (c) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the applicable Final Terms or is applicable in respect of the applicable Transaction Type, the Final Terms shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans and shall only be relevant if Loans are covered by the selected Deliverable Obligation Category; and
- (d) any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified in the applicable Final Terms as Deliverable Obligation Characteristics or is applicable in respect of the applicable Transaction Type, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

## **5.3 Qualifying Guarantee**

If an Obligation or a Deliverable Obligation is a Qualifying Guarantee, the following will apply:

- (a) For purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Qualifying Guarantee shall be deemed to be described by the same category or categories as those that describe the Underlying Obligation.
- (b) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Qualifying Guarantee and the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law. For these purposes, unless otherwise specified in the applicable Final Terms, (A) the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro shall not be a Domestic Currency and (B) the laws of England and the laws of the State of New York shall not be a Domestic Law.
- (c) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Qualifying Guarantee must satisfy on the relevant date the Obligation Characteristic or the Deliverable Obligation Characteristic of Not

Subordinated, if specified in the applicable Final Terms or if applicable in respect of the relevant Transaction Type.

- (d) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Final Terms or applicable in respect of the relevant Transaction Type from the following list: Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.
- (e) For purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (f) The terms "Outstanding Principal Balance" and "Due and Payable Amount" (as they are used in the Terms and Conditions, including without limitation, the definitions of "Cash Settlement Amount" and "Quotation Amount"), when used in connection with Qualifying Guarantees are to be interpreted to be the then "Outstanding Principal Balance" or "Due and Payable Amount", as applicable, of the Underlying Obligation which is supported by a Qualifying Guarantee.
- (g) For the avoidance of doubt the provisions of this Credit Linked Condition 5 apply in respect of the definitions of "Obligation" and "Deliverable Obligation" as the context admits.

## **6. Succession Event**

### **6.1 Single Reference Entity**

Where the Notes are Single Reference Entity CLNs and a Succession Event has occurred and more than one Successor has been identified, each Credit Linked Note will be deemed for all purposes to have been divided into the same number of new Credit Linked Notes as there are Successors, with the following terms:

- (a) each Successor will be a Reference Entity for the purposes of one of the deemed new Credit Linked Notes;
- (b) in respect of each deemed new Credit Linked Note, the Reference Entity Notional Amount will be the Reference Entity Notional Amount applicable to the original Reference Entity divided by the number of Successors; and
- (c) all other terms and conditions of the original Credit Linked Notes will be replicated in each deemed new Credit Linked Note except to the extent that modification is required, as determined by the Calculation Agent in its sole discretion, to preserve the economic effects of the original Credit Linked Notes in the deemed new Credit Linked Notes (considered in the aggregate).

### **6.2 Nth-to-Default CLNs**

Where the Notes are Nth-to-Default CLNs:

- (a) where a Succession Event has occurred in respect of a Reference Entity (other than a Reference Entity in respect of which a Credit Event has occurred) and more than one Successor has been identified, each Credit Linked Note will be deemed for all purposes to have been divided into a number of new Credit Linked Notes equal to the number of Successors. Each such new Credit Linked Note shall include a Successor and each and every one of the Reference Entities unaffected by such Succession Event and the provisions of Credit Linked Condition 6.1(a) to (c) (inclusive) shall apply thereto;
- (b) if "Substitution" is specified as not being applicable in the Final Terms, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to the Succession Event) would be a Successor to any other



Reference Entity (the "**Legacy Reference Entity**") pursuant to a Succession Event, such Surviving Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity; and

- (c) if "Substitution" is specified as being applicable in the Final Terms, where the Surviving Reference Entity (other than a Reference Entity that is subject to the Succession Event) would be a Successor to a Legacy Reference Entity pursuant to a Succession Event:
  - (i) such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity; and
  - (ii) the Replacement Reference Entity shall be deemed to be a Successor to the Legacy Reference Entity.

### **6.3 Linear Basket CLNs**

Where the Credit Linked Notes are Linear Basket CLNs, and one or more Successors have been identified in respect of a Reference Entity that has been the subject of a related Succession Event (the "**Affected Entity**"):

- (a) the Affected Entity will no longer be a Reference Entity (unless it is a Successor as described in (ii) below);
- (b) each Successor will be deemed a Reference Entity (in addition to each Reference Entity which is not an Affected Entity);
- (c) the Reference Entity Notional Amount for each such Successor will equal the Reference Entity Notional Amount of the Affected Entity divided by the number of Successors;
- (d) the Calculation Agent may, at its discretion, make any modifications to the terms of the Notes which may be required to preserve the economic effects of the Notes prior to the Succession Event (considered in the aggregate); and
- (e) for the avoidance of doubt, a Reference Entity may, as a result of a Succession Event, be represented in the Reference Portfolio with respect to multiple Reference Entity Notional Amounts.

### **6.4 Substitute Reference Obligations**

Where:

- (a) a Reference Obligation is specified in the applicable Final Terms;
- (b) one or more Successors to the Reference Entity have been identified; and
- (c) any one or more such Successors have not assumed the Reference Obligation,

a Substitute Reference Obligation will be determined in accordance with the definition of "Substitute Reference Obligation".

## **7. Provisions relating to LPN Reference Entities**

The following provisions shall apply if the relevant Final Terms provide that "LPN Reference Entity" is applicable:

- (a) Multiple Holder Obligation will not be applicable with respect to any Reference Obligation and any Underlying Loan;
- (b) each Reference Obligation will be an Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;
- (c) each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in these Credit Linked Conditions, and in particular, that the obligation is not an obligation of the Reference Entity;

- (d) for the avoidance of doubt, with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Financial Instrument, the outstanding principal balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation; and
- (e) the "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

## **8. Restructuring Credit Event**

### **8.1 Multiple Credit Event Notices**

Upon the occurrence of a Restructuring Credit Event with respect to a Reference Entity for which Restructuring is an applicable Credit Event and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the relevant Transaction Type:

- (a) the Calculation Agent may deliver multiple Credit Event Notices with respect to such Restructuring Credit Event, each such notice setting forth the amount of the relevant Reference Entity Notional Amount to which such Restructuring Credit Event applies (the "**Exercise Amount**") provided that if the Credit Event Notice does not specify an Exercise Amount, the then outstanding Reference Entity Notional Amount (and not a portion thereof) will be deemed to have been specified as the Exercise Amount;
- (b) the provisions of these Credit Linked Conditions shall be deemed to apply to an aggregate outstanding principal amount equal to the Exercise Amount only and all the provisions shall be construed accordingly;
- (c) the Exercise Amount in connection with a Credit Event Notice describing a Credit Event other than a Restructuring must be equal to the relevant Reference Entity Notional Amount (and not a portion thereof); and
- (d) the Exercise Amount in connection with a Credit Event Notice describing a Restructuring must be an amount that is at least 1,000,000 units of the Specified Currency (or, if Japanese Yen, 100,000,000 units) in which the Reference Entity Notional Amount is denominated or any integral multiple thereof or the entire relevant Reference Entity Notional Amount.

In the case of an Nth-to-Default CLN, once the Conditions to Settlement have been satisfied in respect of the Nth Reference Entity where the Credit Event is a Restructuring Credit Event, no further Credit Event Notices may be delivered in respect of any other Reference Entity (save to the extent that the Credit Linked Notes are deemed to have been divided into new Credit Linked Notes pursuant to Credit Linked Condition 6).

If any Credit Linked Note is subject to partial redemption in accordance with this Credit Linked Condition 8, the relevant Credit Linked Note or, if the Credit Linked Notes are represented by a Global Note, such Global Note shall be endorsed to reflect such partial redemption.

For the avoidance of doubt, this Credit Linked Condition 8 shall not be applicable in respect of a Reference Entity for which Restructuring is an applicable Credit Event and neither "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" nor "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the relevant Transaction Type.

### **8.2 Restructuring Maturity Limitation and Fully Transferable Obligation**

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the Transaction Type, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in a Notice of Physical Settlement, any

NOPS Amendment Notice or, as applicable, selected by the Issuer to form part of the related Valuation Obligations Portfolio only if it:

- (a) is a Fully Transferable Obligation; and
- (b) has a final maturity date not later than the Restructuring Maturity Limitation Date.

### **8.3 Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable**

In respect of any Reference Entity for which Restructuring is an applicable Credit Event, if "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation or, as applicable, Valuation Obligation, may be specified in the Notice of Physical Settlement, any NOPS Amendment Notice or, as applicable, selected by the Issuer to form part of the related Valuation Obligations Portfolio, only if it:

- (a) is a Conditionally Transferable Obligation; and
- (b) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

In the event that the requisite consent in relation to a Deliverable Obligation which is a Conditionally Transferable Obligation is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason) or is not received by the Physical Settlement Date, the Issuer shall, as soon as reasonably practicable, notify the relevant Noteholders of such refusal (or deemed refusal) and:

- (x) each such Noteholder may designate a third party (which may or may not be an Affiliate of such Noteholder) to take Delivery of the Deliverable Obligation on its behalf; and
- (y) if a Noteholder does not designate a third party that takes Delivery on or prior to the date which is three CLN Business Days after the Physical Settlement Date, then the Issuer will redeem the Notes which have not been Delivered by payment of the relevant Partial Cash Settlement Amount to such Noteholder. For the avoidance of doubt, Credit Linked Condition 4.2 will not apply to this sub-paragraph.

### **8.4 Multiple Holder Obligations**

Notwithstanding anything to the contrary in the definition of "Restructuring" and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs 8.1(a) to (d) (inclusive) thereof shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation, provided that any obligation that is a Bond shall be deemed to satisfy the requirements of sub-paragraph (b) of the definition of "Multiple Holder Obligation".

## **9. Miscellaneous Provisions relating to Credit Linked Notes**

### **9.1 Determinations of the Calculation Agent**

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Credit Linked Conditions shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. In performing its duties pursuant to the Credit Linked Notes, the Calculation Agent shall act in its sole and absolute discretion and, unless otherwise expressly stated, is not bound to follow or act in accordance with any determination of the relevant Credit Derivatives Determinations Committee. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. If the Calculation Agent chooses to rely on the determinations of the relevant Credit Derivatives Determinations Committee it may do so

without liability. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Credit Linked Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent or the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

If, where the Calculation Agent has relied upon a DC Resolution for the purposes of making a calculation or determination with respect to the Notes, ISDA publicly announces that such DC Resolution has been reversed by a subsequent DC Resolution, such reversal will be taken into account for the purposes of any subsequent calculations excepting instances where any Notes which would otherwise have been affected by such a reversal have already been redeemed (where redeemed in part, to the extent of any such redemption). The Calculation Agent, acting in a commercially reasonable manner, will make any adjustment to any future payments as are required to take account of such reversal, including any payment of additional interest or any reduction in any interest or any other amount payable under the Notes. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

## **9.2 Change in Standard Terms and Market Conventions**

The Calculation Agent, acting reasonably, may (but shall not be obligated to) modify these Credit Linked Conditions from time to time with effect from a date designated by the Calculation Agent to the extent necessary to ensure consistency with prevailing market standards or market trading conventions, which are, pursuant to the agreement of the leading dealers in the credit derivatives market or any relevant committee established by ISDA, a market-wide protocol, any applicable law or regulation or the rules of any applicable exchange or clearing system, applicable to any Notional Credit Derivative Transaction or Hedge Transaction entered into prior to such date or terms thereof. The Calculation Agent shall notify the Issuer and the Noteholders as soon as reasonably practicable upon making any such determination. For the avoidance of doubt, the Calculation Agent may not, without the consent of the Issuer, amend pursuant to this Credit Linked Condition 9.2 any of the terms and conditions of the Credit Linked Notes other than the applicable Credit Linked Conditions.

In particular, the Calculation Agent may make such modifications as may be necessary to ensure consistency with any successor provisions which are published by ISDA and which supersede the 2003 ISDA Credit Derivatives Definitions ("**Successor Provisions**") for the purposes of credit derivatives transactions generally (including with respect to transactions which are entered into prior to the relevant date of publication and which are outstanding as of that date) and/or may apply and rely on determinations of the Credit Derivatives Determinations Committee made in respect of a relevant Reference Entity under any such Successor Provisions notwithstanding any discrepancy between the terms of such Successor Provisions and these Credit Linked Conditions.

## **9.3 Delivery of Notices**

As soon as reasonably practicable after receiving a Credit Event Notice or Notice of Publicly Available Information from the Calculation Agent, the Issuer shall promptly inform, or shall procure that the Calculation Agent informs the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be. Resolutions of the Credit Derivatives Determinations Committee are, as of the date hereof, available on ISDA's website ([www.isda.org/credit](http://www.isda.org/credit)).

## **9.4 Effectiveness of Notices**

Any notice referred to in Credit Linked Condition 9.3 above which is delivered on or prior to 5:00 p.m. (London time) on a London Business Day is effective on such date and if delivered after such time or on a day that is not a London Business Day, is deemed effective on the next following London Business Day.

## 9.5 Excess Amounts

If, on a Business Day, the Calculation Agent reasonably determines that an Excess Amount has been paid to Noteholders on or prior to such day, then following notification of the determination of an Excess Amount to the Issuer and Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, the Issuer may deduct any such Excess Amount from future payments in relation to the Notes (whether interest or principal) or may reduce the amount of any assets deliverable under the terms of the Notes to the extent that it determines, acting reasonably, to be necessary to compensate for such Excess Amount.

## 10. Definitions

In these Credit Linked Conditions, unless otherwise specified in the applicable Final Terms:

**"Accelerated or Matured"** means an obligation under which the total amount owed, whether at maturity, by reason of acceleration, upon termination or otherwise (other than amounts in respect of default interest, indemnities, tax gross-ups and other similar amounts), is, or on, or prior to the Delivery Date will be, due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws.

**"Accreted Amount"** means, with respect to an Accreting Obligation, an amount equal to:

- (a) the sum of:
    - (i) the original issue price of such obligation; and
    - (ii) the portion of the amount payable at maturity that has accreted in accordance with the terms of the obligation (or as otherwise described below), less
  - (b) any cash payments made by the obligor thereunder that, under the terms of such obligation, reduce the amount payable at maturity (unless such cash payments have been accounted for in (a)(ii) above),
- in each case calculated as of the earlier of:
- (i) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal; and
  - (ii) the Delivery Date or applicable Valuation Date, as the case may be.

Such Accreted Amount shall include any accrued and unpaid periodic cash interest payments (as determined by the Calculation Agent) only if "Include Accrued Interest" is specified as being applicable in the relevant Final Terms. If an Accreting Obligation is expressed to accrete pursuant to a straight-line method or if such Obligation's yield to maturity is not specified in, nor implied from, the terms of such Obligation, then, for the purposes of (a)(ii) above, the Accreted Amount shall be calculated using a rate equal to the yield to maturity of such Obligation. Such yield shall be determined on a semi-annual bond equivalent basis using the original issue price of such obligation and the amount payable at the scheduled maturity of such obligation, and shall be determined as of the earlier of (x) the date on which any event occurs that has the effect of fixing the amount of a claim in respect of principal and (y) the Delivery Date or applicable Valuation Date, as the case may be. The Accreted Amount shall exclude, in the case of a Convertible Obligation or an Exchangeable Obligation, any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is convertible or exchangeable.

**"Accreting Obligation"** means any obligation (including, without limitation, a Convertible Obligation or an Exchangeable Obligation) the terms of which expressly provide for an amount payable upon acceleration equal to the original issue price (whether or not equal to the face amount thereof) plus an additional amount or amounts (on account of original issue discount or other accruals of interest or principal not payable on a periodic basis) that will or may accrete, whether or not:

- (a) payment of such additional amounts is subject to a contingency or determined by reference to a formula or index; or
- (b) periodic cash interest is also payable.

**"Additional Credit Event"** means an additional credit event as defined in the Final Terms.

**"Additional Credit Linked Note Disruption Event"** means any of Change in Law, Hedging Disruption, and/or Increased Cost of Hedging, in each case if specified as applying in the applicable Final Terms.

**"Additional LPN"** means any LPN issued by an LPN Issuer, for the sole purpose of providing funds for the LPN Issuer to provide financing to the Reference Entity via an:

- (a) Underlying Loan; or
- (b) Underlying Finance Instrument:  
provided that:
  - (i) either:
    - (A) in the event that there is an Underlying Loan with respect to such LPN, the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or
    - (B) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics;
  - (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currencies – Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and
  - (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of holders of the LPNs.

**"Additional Obligation"** means each of the obligations listed as an Additional Obligation of the Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com/marketing/services.php>.

**"Additional Provisions"** means any additional provisions from time to time published by ISDA for use in the over-the-counter credit derivatives market and specified as applicable in relation to a Reference Entity which may include:

- (a) the Additional Provisions for Physically Settled Default Swaps - Monoline Insurer as Reference Entity, as published by ISDA on 21 January 2005; or
- (b) any other provisions specified in relation to such Reference Entity.

**"Affected Entity"** has the meaning given to such term in Credit Linked Condition 6.3 above.

**"Affiliate"** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

**"Assignable Loan"** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction or organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if a Reference Entity is guaranteeing such Loan) or any agent, and if specified as applicable to a Deliverable Obligation Category, the Assignable

Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Loans.

**"Auction"** has the meaning set forth in the relevant Transaction Auction Settlement Terms.

**"Auction Cancellation Date"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Covered Transaction"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Final Price"** has the meaning set forth in the Transaction Auction Settlement Terms or the Parallel Auction Settlement Terms identified by the Issuer in the Auction Settlement Amount Notice.

**"Auction Final Price Determination Date"** has the meaning set forth in the Transaction Auction Settlement Terms.

**"Auction Settlement Amount"** means, in relation to any Reference Entity and unless otherwise specified in the Final Terms, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Auction Settlement Amount} = \text{Max } 0, [(A \times B) - C]$$

Where:

**"A"** means the Calculation Amount;

**"B"** means the relevant Auction Final Price; and

**"C"** means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event **"C"** means zero).

**"Auction Settlement Amount Notice"** means a notice given by the Issuer to the Calculation Agent and the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, on or prior to the date which is 65 Business Days following the Final List Publication Date specifying:

- (a) the Transaction Auction Settlement Terms or Parallel Auction Settlement Terms which the Issuer has elected to apply to the Credit Linked Notes (provided that the Issuer may only elect to apply any Parallel Auction Settlement Terms (which it may choose in its sole discretion) in the circumstances set out in sub-paragraph (b) of the definition of "No Auction Announcement Date"); and
- (b) the Auction Settlement Amount.

**"Auction Settlement Date"** means:

- (a) the date that is three Business Days following delivery by the Issuer of the Auction Settlement Amount Notice to the Calculation Agent and the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be; or
- (b) (if the "Settlement Deferral" is specified as applicable) if later, the Scheduled Maturity Date. For the avoidance of doubt, this shall be without prejudice to Credit Linked Condition 3.1 (Cessation of Interest Accrual)

**"Bankruptcy"** means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (a) to (g) (inclusive) above.

**"Best Available Information"** means:

- (a) in the case of a Reference Entity which files information with its primary securities regulator or primary stock exchange that includes unconsolidated, pro forma financial information which assumes that the relevant Succession Event has occurred or which provides such information to its shareholders, creditors or other persons whose approval of the Succession Event is required, that unconsolidated, pro forma financial information and, if provided subsequently to the provision of unconsolidated, pro forma financial information but before the Calculation Agent or the Credit Derivatives Determinations Committee makes its determination for the purposes of the definition of "Successor", other relevant information that is contained in any written communication provided by the Reference Entity to its primary securities regulator, primary stock exchange, shareholders, creditors or other persons whose approval of the Succession Event is required; or
- (b) in the case of a Reference Entity which does not file with its primary securities regulators or primary stock exchange, and which does not provide to shareholders, creditors or other persons whose approval of the Succession Event is required, the information contemplated in (a) above, the best publicly available information at the disposal of the Calculation Agent or the Credit Derivatives Determinations Committee to allow it to make a determination for the purposes of the definition of "Successor",

provided that information which is made available more than fourteen calendar days after the legally effective date of the Succession Event shall not constitute "Best Available Information".

**"Bond"** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money obligation.

**"Bond or Loan"** means any obligation that is either a Bond or a Loan.



**"Borrowed Money"** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit).

**"Capped Reference Entity"** means, unless otherwise specified in the Final Terms, a Reference Entity having a specified Transaction Type in respect of which "60 CLN Business Days Cap on Settlement" is expressed as applying in the Physical Settlement Matrix.

**"Cash Settlement Amount"** means, in relation to any Reference Entity and unless otherwise specified in the Final Terms, an amount in the Settlement Currency as determined by the Calculation Agent in accordance with the formula below:

$$\text{Cash Settlement Amount} = \text{Max } 0, [(A \times B) - C]$$

Where:

**"A"** means the Calculation Amount;

**"B"** means the Weighted Average Final Price, or if so specified in the applicable Final Terms, the Final Price or such other price specified therein; and

**"C"** means the Unwind Costs (unless the applicable Final Terms specify that Unwind Costs are not applicable, in which event **"C"** means zero).

**"Cash Settlement Date"** means:

- (a) means the date that is the number of Business Days specified in the Final Terms (or, if a number of Business Days is not specified, three Business Days) immediately following the determination of the Weighted Average Final Price; or
- (b) (if "Settlement Deferral" is specified as applicable) if later, the Schedule Maturity Date. For the avoidance of doubt, this shall be without prejudice to Credit Linked Condition 3.1 (Cessation of Interest Accrual).

**"Change in Law"** means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions of the Notes.

**"CLN Business Day"** means, in respect of any Reference Entity, a day on which commercial banking and foreign exchange markets are generally open to settle payments in the place or places specified for that purpose with respect to such Reference Entity, a TARGET2 Settlement Day (if "TARGET2 Settlement Day" is specified for that purpose, or, if a place or places are not so specified, a day on which commercial banks and foreign exchange markets are generally open to settlement payments in the jurisdiction of the currency of the related Reference Entity Notional Amount). Business Days referenced in the Physical Settlement Matrix shall be deemed to be CLN Business Days.

**"CLN Dealer"** means a dealer in obligations of the type of Obligation(s) (as the case may be) for which quotations are to be obtained (as selected by the Calculation Agent) and may include the Calculation Agent or its Affiliate and a Noteholder or its Affiliate or as may otherwise be specified in the Final Terms.

**"CLN Maturity Date"** means either:

- (a) the Scheduled Maturity Date; or
- (b) where the Issuer delivers an Extension Notice in relation to a Reference Entity to the Calculation Agent and the Noteholders at or prior to 11:00 a.m. (London time) on the date falling two London Business Days prior to the Scheduled Maturity Date, either:
  - (i) the date falling two Business Days after the expiry of the Notice Delivery Period (or, if later, after the latest date on which it would be possible for the Issuer to deliver a Credit Event Notice under paragraph (b)(D) of the definition of "Event Determination Date"); or
  - (ii) if a Credit Event Resolution Request Date has occurred on or prior to the expiry of the Notice Delivery Period in relation to a Reference Entity and unless otherwise elected by the Issuer by written notice to the Calculation Agent and the Noteholders, the date falling 15 Business Days following any date on which the Credit Derivatives Determinations Committee Resolves that the relevant event does not constitute a Credit Event, or Resolves not to make such determination.

**"Conditionally Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if a Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of "Conditionally Transferable Obligation", such determination shall be made as of the Delivery Date for the Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer.

**"Conditions to Settlement"** means, in relation to any Reference Entity:

- (a) the occurrence of an Event Determination Date; and
- (b) where the applicable Settlement Method is Physical Settlement (or Physical Settlement is applicable as the Fallback Settlement Method), the delivery of the Notice of Physical Settlement on or following the occurrence of an Event Determination Date,

to the extent that, unless otherwise elected by the Issuer by written notice to the Calculation Agent and the Noteholders, such Event Determination Date is not subsequently reversed prior to the Auction Final Price Determination Date, a Valuation Date, a Delivery Date or the CLN Maturity Date, as applicable.

**"Consent Required Loan"** means a Loan that is capable of being assigned or novated with the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if a Reference Entity is guaranteeing such Loan) or any agent, and, if specified as applicable to a Deliverable Obligation Category, the Consent Required Loan Deliverable Obligation Characteristic shall be applicable only in respect of obligations within the Deliverable Obligation Category that are Loans.

**"Convertible Obligation"** means any obligation that is convertible, in whole or in part, into Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof,

whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

**"Credit Derivatives Auction Settlement Terms"** means, in relation to any Reference Entity, the Credit Derivatives Auction Settlement Terms published by ISDA, in accordance with the Rules, with respect to the relevant Reference Entity, a form of which will be published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as may be amended from time to time in accordance with the Rules.

**"Credit Derivatives Definitions"** means the 2003 ISDA Credit Derivatives Definitions, as published by ISDA, as supplemented by the July 2009 Supplement and, in addition, if Additional Provisions are specified to be applicable with respect to the Credit Linked Notes in the Final Terms, as supplemented by the Additional Provisions.

**"Credit Derivatives Determinations Committee"** means each committee established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions in the over-the-counter market, as more fully described in the Rules.

**"Credit Event"** means the occurrence of one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium or Restructuring or Additional Credit Event as specified with respect to a Reference Entity.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of a Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

**"Credit Event Backstop Date"** means the date that is 60 calendar days prior to the Trade Date. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**"Credit Event Notice"** means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email and/or by telephone) to the Issuer that describes a Credit Event that occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)).

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred, provided that where an Event Determination Date has occurred pursuant to sub-paragraph (b) of the definition thereof, a reference to the relevant DC Credit Event Announcement shall suffice. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

**"Credit Event Resolution Request Date"** means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Credit Event has occurred with respect to the relevant Reference Entity or Obligation thereof; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the first date on which such notice was effective and on which the relevant Credit Derivatives Determinations Committee was in possession, in accordance with the Rules, of Publicly Available Information with respect to the DC Resolutions referred to in sub-paragraphs (a) and (b) above.

**"Currency Amount"** means with respect to:

- (a) a Deliverable Obligation specified in a Notice of Physical Settlement or a selected Valuation Obligation that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice with respect to that portion of the relevant Reference Entity Notional Amount into the currency of denomination of the relevant Replacement Deliverable Obligation.

**"Currency Rate"** means with respect to:

- (a) a Deliverable Obligation specified in the Notice of Physical Settlement or a selected Valuation Obligation, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either:
  - (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time; or
  - (ii) if such rate is not available at such time, determined by the Calculation Agent in a commercially reasonable manner after consultation with the parties; and
- (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

**"Currency Rate Source"** means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

**"DC Credit Event Announcement"** means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that:

- (a) an event that constitutes a Credit Event has occurred with respect to such Reference Entity (or an Obligation thereof); and
- (b) such event occurred on or after the Credit Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)) and on or prior to the Extension Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign, Tokyo time)).

A DC Credit Event Announcement will be deemed not to have occurred unless:

- (i) the Credit Event Resolution Request Date with respect to such Credit Event occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, if specified in the Final Terms and if not, including prior to the Issue Date); and
- (ii) the Trade Date occurs on or prior to the Exercise Cut-off Date.

**"DC No Credit Event Announcement"** means, with respect to a Reference Entity, a public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, that the event that is the subject of the notice to ISDA resulting in the occurrence of such Credit Event Resolution Request Date does not constitute a Credit Event with respect to such Reference Entity (or an Obligation thereof).

**"DC Resolution"** has the meaning given to that term in the Rules.

**"Default Requirement"** means the amount as may be specified as such in the Final Terms or, if a Transaction Type is specified, the amount specified as such in the Physical Settlement Matrix or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not so specified in the Final Terms, U.S.\$ 10,000,000, or its equivalent in the relevant Obligation Currency, in either case as of the occurrence of the relevant Credit Event.

**"Deliver"** means to deliver, novate, transfer (including, in the case of a Qualifying Guarantee, transfer of the benefit of the Qualifying Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the Issuer or the Noteholders, as the case may be, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence (other than a counterclaim or defence as set out in the definition of "Credit Event") or right of set-off by or of the Reference Entity or, as applicable, an Underlying Obligor) provided that to the extent that the Deliverable Obligations consist of Direct Loan Participations, **"Deliver"** means to create (or procure the creation of) a participation in favour of the Issuer or the Noteholders, as the case may be, and to the extent that the Deliverable Obligations consist of Qualifying Guarantees, **"Deliver"** means to Deliver both the Qualifying Guarantee and the Underlying Obligation. **"Delivery"** and **"Delivered"** will be construed accordingly.

In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time. Notwithstanding the previous sentence, in the case of a Loan, the Issuer and each Noteholder agrees to comply, for the purposes of the settlement of the Credit Linked Notes with the provisions of any documentation (which term shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Issuer agrees, and each Noteholder is deemed to further agree, that compliance by the Issuer with the provisions of any such documentation shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Issuer nor any Noteholder shall be permitted to request that any party take nor shall the Issuer or any Noteholder be required to take, any action or make any payment in connection with such Delivery, as applicable, unless otherwise contemplated by such documentation.

**"Deliverable Obligation"** means, subject to Credit Linked Conditions 8.1, 8.2 and 8.3:

- (a) each obligation of a Reference Entity (either directly, or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable with respect thereto, as provider of any Qualifying Guarantee) described by the Deliverable Obligation Category, and, subject to Credit Linked Condition 5, having each of the Deliverable Obligation Characteristics, if any, in each case, as of the Delivery Date (but excluding any Excluded Deliverable Obligation) that:
- (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
  - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of "Credit Event") or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and
  - (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement;
- (b) subject to the last paragraph of the definition of "Not Contingent", each Reference Obligation, unless specified in the Final Terms as an Excluded Deliverable Obligation;
- (c) solely in relation to a Restructuring Credit Event applicable to a Sovereign Reference Entity, any Sovereign Restructured Deliverable Obligation (but excluding any Excluded Deliverable Obligation) that:
- (i) is payable in an amount equal to its Outstanding Principal Balance or Due and Payable Amount, as applicable;
  - (ii) is not subject to any counterclaim, defence (other than as set out in the definition of "Credit Event") or right of set-off by or of a Reference Entity or any applicable Underlying Obligor; and
  - (iii) in the case of a Qualifying Guarantee other than a Qualifying Affiliate Guarantee, is capable, as at the Delivery Date, of immediate assertion or demand by or on behalf of the holder or holders against the Reference Entity for an amount at least equal to the Outstanding Principal Balance or Due and Payable Amount being Delivered apart from the giving of any notice of non-payment or similar procedural requirement, it being understood that acceleration of an Underlying Obligation shall not be considered a procedural requirement; and
- (d) any other obligation of a Reference Entity specified as such in the Final Terms.

**"Deliverable Obligation Category"** means one of Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan as specified in relation to a Reference Entity. If any of Payment, Borrowed Money, Loan or Bond or Loan is specified as the Deliverable Obligation Category and more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics. No Deliverable Obligation Characteristics are applicable to Reference Obligations Only.

**"Deliverable Obligation Characteristics"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Contingent, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

**"Deliverable Obligation Provisions"**, in relation to any Reference Entity, has the meaning set forth in the Credit Derivatives Auction Settlement Terms.

**"Deliverable Obligation Terms"**, in relation to any Reference Entity, has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**"Delivery Date"** means, with respect to a Deliverable Obligation, the date such Deliverable Obligation is Delivered.

**"Direct Loan Participation"** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either:

- (a) the Issuer (to the extent that the Issuer or is then a lender or member of the relevant lending syndicate); or
- (b) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate).

**"Domestic Currency"** means the currency specified as such in relation to a Reference Entity and any successor currency. If no currency is so specified, the Domestic Currency shall be the lawful currency and any successor currency of:

- (a) the relevant Reference Entity, if the Reference Entity is a Sovereign; or
- (b) the jurisdiction in which the relevant Reference Entity is organised, if the Reference Entity is not a Sovereign.

In no event shall Domestic Currency include any successor currency if such successor currency is the lawful currency of any of Canada, Japan, Switzerland, the United Kingdom or the United States of America or the euro (or any successor currency to any such currency).

**"Downstream Affiliate"** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

**"Due and Payable Amount"** means the amount that is due and payable under (and in accordance with the terms of) a Deliverable Obligation on the Delivery Date, whether by reason of acceleration, maturity, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts).

**"Eligible Transferee"** means each of the following:

- (a) each of:
  - (i) any bank or other financial institution;
  - (ii) an insurance or reinsurance company;
  - (iii) a mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) below); and
  - (iv) a registered or licensed broker or dealer (other than a natural person or proprietorship),provided, however, in each case that such entity has total assets of at least U.S.\$ 500 million;
- (b) an Affiliate of an entity specified in (a) above;
- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
  - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that:

- (A) has total assets of at least U.S.\$ 100 million; or
  - (B) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least U.S.\$ 100 million; or
  - (ii) that has total assets of at least U.S.\$ 500 million; or
  - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in (a), (b), (c)(ii) or (d) hereof; and
  - (d) a Sovereign, Sovereign Agency or Supranational Organisation,
- and where references in this definition to U.S.\$ include equivalent amounts in other currencies.

**"Enabling Obligation"** means, in respect of a Reference Entity, an outstanding Deliverable Obligation that:

- (a) is a Fully Transferable Obligation or a Conditionally Transferable Obligation, as applicable, and
- (b) has a final maturity date occurring on or prior to the Scheduled Maturity Date and following the Limitation Date immediately preceding the Scheduled Maturity Date (or, in circumstances where the Scheduled Maturity Date occurs prior to the 2.5-year Limitation Date, following the final maturity date of the Latest Maturity Restructured Bond or Loan, if any).

**"Equity Securities"** means:

- (a) in the case of a Convertible Obligation, equity securities (including options and warrants) of the issuer of such obligation or depositary receipts representing equity securities of the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time; and
- (b) in the case of an Exchangeable Obligation, equity securities (including options and warrants) of a person other than the issuer of such obligation or depositary receipts representing those equity securities of a person other than the issuer of such obligation together with any other property distributed to or made available to holders of those equity securities from time to time.

**"Escrow"** means, if Escrow is specified in relation to a Reference Entity as applicable, either the Issuer or any Noteholder may require that physical settlement take place through the use of an Escrow Agent (in the case of any such request by a Noteholder, solely in relation to the Notes held by such Noteholder). Any costs or expenses incurred in connection with establishing such escrow arrangement shall be borne by the relevant Noteholder.

**"Escrow Agent"** means, unless otherwise specified in the Final Terms, an independent third party financial institution specified by the Issuer prior to the Physical Settlement Date, subject to the terms of the escrow arrangement.

**"Event Determination Date"** means, in respect of any Credit Event:

- (a) subject to sub-paragraph (b) below, if neither a DC Credit Event Announcement nor a DC No Credit Event Announcement has occurred, the first date on which both the Credit Event Notice and, if Notice of Publicly Available Information is specified as a Condition to Settlement, the Notice of Publicly Available Information are delivered by the Issuer to the Calculation Agent and the Noteholders and are effective during either:
  - (i) the Notice Delivery Period; or
  - (ii) the period from, and including, the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in sub-paragraphs (a) and (b) of the



definition of "Credit Event Resolution Request Date" to and including, the date that is 15 Business Days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date, if specified in the Final Terms and if not, including prior to the Issue Date)); or

- (b) notwithstanding sub-paragraph (a) above, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date, provided that:
- (i) no Physical Settlement Date or Cash Settlement Date (as applicable) has occurred on or prior to the date on which the DC Credit Event Announcement occurs;
  - (ii) if any Valuation Date or Delivery Date, as applicable, has occurred as of the date on which the DC Credit Event Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Reference Entity Notional Amount, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
  - (iii) no Credit Event Notice specifying a Restructuring as the only Credit Event has previously been delivered by the Calculation Agent to the Issuer:
    - (x) unless the Restructuring stated in such Credit Event Notice is also the subject of the notice to ISDA resulting in the occurrence of the Credit Event Resolution Request Date; or
    - (y) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the then outstanding Reference Entity Notional Amount; and
  - (iv) if the Credit Event that is the subject of the DC Credit Event Announcement is a Restructuring, the Calculation Agent has delivered a Credit Event Notice to the Issuer on or prior to the Exercise Cut-off Date.

No Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, a DC No Credit Event Announcement occurs with respect to the event that, but for such DC No Credit Event Announcement, would have constituted a Credit Event prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date) or the Scheduled Maturity Date, as applicable.

**"Excess Amount"** means any amount paid to the Noteholders but which was not due on the Notes, as a result of the occurrence of a DC Credit Event Announcement or a Credit Event Resolution Request Date on or around the date on which the amount in question would otherwise have been required to be paid.

**"Exchangeable Obligation"** means any obligation that is exchangeable, in whole or in part, for Equity Securities solely at the option of holders of such obligation or a trustee or similar agent acting for the benefit only of holders of such obligation (or the cash equivalent thereof, whether the cash settlement option is that of the issuer or of (or for the benefit of) the holders of such obligation).

**"Excluded Deliverable Obligation"** means any obligation of a Reference Entity specified as such or of a type described as such in relation thereto.

**"Excluded Obligation"** means any obligation of a Reference Entity specified as such or of a type described as such in relation thereto.

**"Exercise Amount"** has the meaning given to it in Credit Linked Condition 8.1.

**"Exercise Cut-off Date"** means the date that is the later of:

- (a) 65 Business Days following the Final List Publication Date;
- (b) 15 CLN Business Days following the Auction Final Price Determination Date, if any;

- (c) 15 CLN Business Days following the Auction Cancellation Date, if any; or
- (d) the date that is 15 CLN Business Days following the No Auction Announcement Date, if any.

**"Extended Physical Settlement Date"** means:

- (a) in the case of a Capped Reference Entity, the 60<sup>th</sup> CLN Business Day following the Physical Settlement Date, provided that if, under the terms of a Hedge Transaction, the Original Bonds and Original Loans, may not be received by the Issuer and/or any of its Affiliates on or before the Extended Physical Settlement Date but the Issuer and/or any of its Affiliates may, in accordance with the terms of the Hedge Transaction, receive or otherwise obtain such Original Bonds or such Original Loans or other Bonds or Loans in lieu thereof on or before the date falling three CLN Business Days (in a case where Original Bonds may be received or otherwise obtained after the Extended Physical Settlement Date) or ten CLN Business Days (in a case where Original Loans or other Loans or Bonds in lieu thereof may be received or otherwise obtained after the Extended Physical Settlement Date) after the Extended Physical Settlement Date, such date may be further extended to a date falling up to three CLN Business Days or ten CLN Business Days, respectively, after the original Extended Physical Settlement Date, or to such earlier date as the Calculation Agent may determine, in its absolute discretion; and
- (b) in the case of a Non-Capped Reference Entity, such date as the Calculation Agent may determine in its absolute discretion, provided that such date falls no later than the 120<sup>th</sup> CLN Business Day following the Physical Settlement Date or, in the absence of such determination, such 120<sup>th</sup> CLN Business Day.

**"Extension Date"** means the latest of:

- (a) the Scheduled Maturity Date;
- (b) the Grace Period Extension Date if:
  - (i) Failure to Pay is an applicable Credit Event in relation to any Reference Entity;
  - (ii) Grace Period Extension is specified as applicable in relation to such Reference Entity; and
  - (iii) the Issuer delivers an Extension Notice under sub-paragraph (b) of the definition thereof;
- (c) the Repudiation/Moratorium Evaluation Date if:
  - (i) Repudiation/Moratorium is an applicable Credit Event in relation to any Reference Entity; and
  - (ii) the Issuer delivers an Extension Notice under sub-paragraph (c) of the definition thereof.

**"Extension Notice"** means a notice from the Issuer to the Calculation Agent and the Noteholders giving notice of the following in relation to a Reference Entity:

- (a) without prejudice to sub-paragraphs (b), (c) or (d) below, that a Credit Event has occurred or may occur on or prior to the Scheduled Maturity Date; or
- (b) that a Potential Failure to Pay has occurred or may occur on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or
- (c) that a Potential Repudiation/Moratorium has occurred or may occur on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan

Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or

- (d) that a Credit Event Resolution Request Date has occurred or may occur on or prior to the last day of the Notice Delivery Period.

**"Failure to Pay"** means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure.

**"Fallback Settlement Event"** means:

- (a) an Auction Cancellation Date occurs;
- (b) a No Auction Announcement Date occurs (and in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms on or prior to the date that is 65 Business Days following the Final List Publication Date or such earlier date as the Issuer may designate by notice to the Calculation Agent and the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be);
- (c) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved, following a Credit Event Resolution Request Date, not to determine whether or not an event constitutes a Credit Event for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction);
- (d) ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that the relevant event that has occurred constitutes a Restructuring for the purposes of credit derivatives transactions for such Reference Entity in the over the counter market (including any Hedge Transaction) and that no Auction will be held with respect to such Reference Entity and Restructuring Credit Event; or
- (e) an Event Determination Date has occurred pursuant to sub-paragraph (a) of the definition of "Event Determination Date", and no Credit Event Request Resolution Date has occurred within two Business Days of such Event Determination Date.

**"Fallback Settlement Method"** means Cash Settlement or Physical Settlement, as specified in the Final Terms.

**"Final List"** has the meaning given to that term in the Rules.

**"Final List Publication Date"** means, in respect of a Credit Event, the date on which the last Final List in respect of such Credit Event is published by ISDA.

**"Final Price"** means the price of the Reference Obligation or, as applicable, any Valuation Obligation, Deliverable Obligation or Undeliverable Obligation, expressed as a percentage determined in accordance with the highest Quotation obtained by the Calculation Agent (or otherwise in accordance with the definition of "Quotation") with respect to the Relevant Valuation Date.

**"First Ranking Interest"** means an Interest which is expressed as being "first ranking", "first priority", or similar ("**First Ranking**") in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

**"Full Quotation"** means, in accordance with the bid quotations provided by the CLN Dealers, each firm quotation (expressed as a percentage of the Outstanding Principal Balance) obtained from a CLN Dealer at the Valuation Time, to the extent reasonably practicable, for

an amount of the Reference Obligation, Deliverable Obligation or, as the case may be, Undeliverable Obligations with an Outstanding Principal Balance equal to the Quotation Amount.

**"Fully Transferable Obligation"** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Fully Transferable Obligation". For purposes of determining whether a Deliverable Obligation satisfies the requirements of this definition of "Fully Transferable Obligation", such determination shall be made as of the Delivery Date for the relevant Deliverable Obligation, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Issuer.

**"Governmental Authority"** means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity.

**"Grace Period"** means:

- (a) subject to sub-paragraphs (b) and (c), the applicable grace period with respect to payments under the relevant Obligation under the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if Grace Period Extension is applicable in relation to the relevant Reference Entity, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)) and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)), the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Final Terms or, if no period is specified, thirty calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified in relation to the relevant Reference Entity in the Final Terms, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

**"Grace Period Business Day"** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified, in the jurisdiction of the Obligation Currency.

**"Grace Period Extension Date"** means, if:

- (a) Grace Period Extension is specified as applicable in relation to a Reference Entity in the Final Terms as applicable pursuant to the relevant Transaction Type; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the

relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)),

the date that is the number of days in the Grace Period after the date of such Potential Failure to Pay.

**"Hedge Disruption Event"** means the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations and/or cash under the terms of a Hedge Transaction.

**"Hedge Transaction"** means any transaction or trading position entered into or held by the Issuer and/or any of its Affiliates to hedge, directly or indirectly, the Issuer's obligations or positions (whether in whole or in part) in respect of the Credit Linked Notes.

**"Hedging Disruption"** means that the Issuer and/or any of its respective Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge its exposure with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging.

**"Indicative Quotation"** shall mean each bid quotation obtained from a CLN Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation equal to the Quotation Amount, which reflects such CLN Dealer's reasonable assessment of the price of such Undeliverable Obligation based on such factors as such CLN Dealer may consider relevant, which may include historical prices and recovery rates.

**"Interest"** means, for the purposes of the definition of "First Ranking Interest", a charge, security interest or other type of interest having similar effect.

**"ISDA"** means the International Swaps and Derivatives Association, Inc. (or any successor thereto).

**"July 2009 Supplement"** means the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the 2003 ISDA Credit Derivatives Definitions, as published by ISDA on 14 July 2009.

**"Latest Maturity Restructured Bond or Loan"** means, in respect of a Reference Entity and a Credit Event that is a Restructuring, the Restructured Bond or Loan with the latest final maturity date.

**"Latest Permissible Physical Settlement Date"** means, in respect of partial cash settlement due to a Potential Cash Settlement Event, 30 calendar days following the Physical Settlement Date and, in respect of Partial Cash Settlement (as specified in the Final Terms) in respect of a Deliverable Obligation comprised of Loans, the date that is 15 CLN Business Days after the Physical Settlement Date.

**"Legacy Reference Entity"** has the meaning given to such term in Credit Linked Condition (6)(b)(ii) above.

**"Limitation Date"** means, in respect of a Credit Event that is a Restructuring, the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date:

2.5 years (the "**2.5-year Limitation Date**"), 5 years (the "**5-year Limitation Date**"), 7.5 years, 10 years, 12.5 years, 15 years or 20 years (the "**20-year Limitation Date**"), as applicable. Limitation Dates shall not be subject to adjustment unless otherwise provided in the Final Terms.

"**Linear Basket CLN**" means Credit-Linked Notes where the Issuer purchases credit protection from the Noteholders in respect of a basket of Reference Entities (other than on an Nth-to-default basis), as specified in the Final Terms.

"**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange and, if specified as applicable to an Obligation Category, the Listed Obligation Characteristic shall be applicable only in respect of obligations within that Obligation Category that are Bonds or, if specified as applicable to a Deliverable Obligation Category, the Listing Deliverable Obligation Characteristics shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

"**Loan**" means any obligation of a type included in the Borrowed Money Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money.

"**London Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

"**LPN**" means any bond issued in the form of a loan participation note.

"**LPN Issuer**" means, in respect of any LPN, the entity which issued the relevant LPN.

"**LPN Reference Obligation**" means each Reference Obligation other than any Additional Obligation which is issued for the sole purpose of providing funds to the LPN Issuer to finance an Underlying Loan. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation.

"**Maximum Maturity**" means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than:

- (a) the period specified in relation to a Reference Entity; or
- (b) if no such period is so specified, 30 years.

"**Merger Event**" means that at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date the Issuer or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity, the Issuer or a Reference Entity or the Issuer and a Reference Entity become Affiliates.

"**Merger Event Redemption Date**" means the date specified as such in the applicable Final Terms.

"**Minimum Quotation Amount**" means the amount specified as such in the applicable Final Terms (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of:

- (a) U.S.\$ 1,000,000 (or its equivalent in the relevant Obligation Currency); and
- (b) the Quotation Amount.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date, provided that, in circumstances where the Scheduled Maturity Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. With respect to a Reference

Entity for which Restructuring is an applicable Credit Event and for which "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type and for which the Scheduled Maturity Date is later than the 2.5-year Limitation Date and prior to the 5-year Limitation Date, a Restructured Bond or Loan will not constitute an Enabling Obligation. Notwithstanding the foregoing, if the Scheduled Maturity Date is either:

- (a) on or prior to the 2.5-year Limitation Date; or
- (b) later than the 2.5-year Limitation Date and on or prior to the 5-year Limitation Date and no Enabling Obligation exists,

the Modified Restructuring Maturity Limitation Date will be the 5-year Limitation Date in the case of a Restructured Bond or Loan only.

Subject to the foregoing, in the event that the Scheduled Maturity Date is later than:

- (i) the 2.5-year Limitation Date and no Enabling Obligation exists; or
- (ii) the 20-year Limitation Date,

the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

**"Multiple Holder Obligation"** means an Obligation that:

- (a) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other; and
- (b) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event,

provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (b) above.

**"N"** or **"N<sup>th</sup>"** means, where the relevant Final Terms specify that "Nth-to-Default CLN" is applicable, such number as may be specified in such Final Terms.

**"Next Currency Fixing Time"** means 4.00 p.m. (London time) on the London Business Day immediately following the date on which the Notice of Physical Settlement or relevant NOPs Amendment Notice, as applicable, is effective or, as applicable, the date of selection of Valuation Obligations.

**"No Auction Announcement Date"** means, with respect to any Reference Entity, the date on which ISDA announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, Parallel Auction Settlement Terms will be published with respect to credit derivative transactions in the over-the-counter market and the relevant Credit Event and Reference Entity;
- (b) following the occurrence of a Credit Event which is a Restructuring in respect of such Reference Entity for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified in the Final Terms or is applicable in respect of the applicable Transaction Type, no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held with respect to such Reference Entity and Credit Event for which any Hedge Transaction is an Auction Covered Transaction following a prior public announcement by ISDA to the contrary.

**"Non-Capped Reference Entity"** means a Reference Entity which is not a Capped Reference Entity.

**"NOPS Amendment Notice"** means a notice from the Issuer to the Calculation Agent notifying it, that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective) or the detailed description(s) thereof.

**"Not Bearer"** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system and, if specified as applicable to a Deliverable Obligation Category, the Not Bearer Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are Bonds.

**"Not Contingent"** means any obligation having as of the Delivery Date and all times thereafter an Outstanding Principal Balance or, in the case of obligations that are not Borrowed Money, a Due and Payable Amount, that pursuant to the terms of such obligation may not be reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). A Convertible Obligation, an Exchangeable Obligation and an Accreting Obligation shall constitute Deliverable Obligations that are Not Contingent if such Convertible Obligation, Exchangeable Obligation or Accreting Obligation otherwise meets the requirements of the preceding sentence so long as, in the case of a Convertible Obligation or an Exchangeable Obligation, the right:

- (a) to convert or exchange such obligation; or
- (b) to require the issuer to purchase or redeem such obligation (if the issuer has exercised or may exercise the right to pay the purchase or redemption price, in whole or in part, in Equity Securities),

has not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

If a Reference Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Reference Obligation may be included as a Deliverable Obligation only if the rights referred to in (a) and (b) above have not been exercised (or such exercise has been effectively rescinded) on or before the Delivery Date.

**"Not Domestic Currency"** means any obligation that is payable in any currency other than the Domestic Currency.

**"Not Domestic Issuance"** means any obligation other than an obligation that was, at the time the relevant obligation was issued (or reissued, as the case may be) or incurred, intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the relevant Reference Entity) shall be deemed not to be intended for sale primarily in the domestic market of the Reference Entity.

**"Not Domestic Law"** means any obligation that is not governed by the laws of:

- (a) the relevant Reference Entity, if such Reference Entity is a Sovereign; or
- (b) the jurisdiction of organisation of the relevant Reference Entity, if such Reference Entity is not a Sovereign.

**"Not Sovereign Lender"** means any obligation that is not primarily owed to a Sovereign or Supranational Organisation, including, without limitation, obligations generally referred to as "Paris Club debt".

**"Not Subordinated"** means an obligation that is not Subordinated to:

- (a) the most senior Reference Obligation in priority of payment; or



- (b) if no Reference Obligation is specified in the Final Terms, any unsubordinated Borrowed Money obligation of the Reference Entity,

provided that, if any of the events set forth under sub-paragraph (a) of the definition of "Substitute Reference Obligation" have occurred with respect to all of the Reference Obligations or if the last paragraph of the definition of "Successor" applies with respect to the Reference Obligation (each, in each case, a "**Prior Reference Obligation**") and no Substitute Reference Obligation has been identified for any of the Prior Reference Obligations at the time of the determination of whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, as applicable, "Not Subordinated" shall mean an obligation that would not have been Subordinated to the most senior such Prior Reference Obligation in priority of payment.

For purposes of determining whether an obligation satisfies the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, the ranking in priority of payment of each Reference Obligation or each Prior Reference Obligation, as applicable, shall be determined as of the date as of which the relevant Reference Obligation or Prior Reference Obligation, as applicable, was issued or incurred, and shall not reflect any change to such ranking in priority of payment after such date.

**"Notice Delivery Period"** means the period from and including the Trade Date to and including the date 15 CLN Business Days (or such other number of days as may be specified in the Final Terms) after the Extension Date (or, if the relevant Credit Event is a Restructuring and either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified (or deemed specified) in the Final Terms, the later of:

- (a) such date; and
- (b) the date that is 65 Business Days following the Final List Publication Date).

**"Notice of Physical Settlement"** means a notice delivered from the Issuer to the Calculation Agent and the Noteholders on or prior to the later of:

- (a) 65 CLN Business Days following the Final List Publication Date;
- (b) subject to sub-paragraph (c) below, 25 CLN Business Days after the last to occur of the Auction Cancellation Date, the No Auction Announcement Date, the last Parallel Auction Cancellation Date and the last Parallel Auction Final Price Determination Date (in each case if any and if applicable); and
- (c) in circumstances where the No Auction Announcement Date occurs pursuant to sub-paragraph (b) of the definition thereof, the Issuer has not delivered an Auction Settlement Amount Notice specifying an applicable Parallel Auction Settlement Terms to the Calculation Agent by the Restructuring Exercise Date, 5 CLN Business Days following such Restructuring Exercise Date,

that:

- (i) irrevocably confirms that the Issuer will redeem the Credit Linked Notes by physical delivery in accordance with Credit Linked Condition 4;
- (ii) contains a detailed description of the Deliverable Obligations that the Issuer will Deliver (or procure Delivery of) to the Noteholders, including the Outstanding Amount; and
- (iii) where the relevant Credit Event is a Restructuring and either "Restructuring Maturity Limitation Date and Fully Transferable Obligation Applicable" and "Modified Restructuring Maturity Limitation Date and Conditionally Transferable Obligation Applicable" is specified (or deemed specified) in the Final Terms or is applicable in respect of the applicable Transaction Type and the Scheduled Maturity Date of the Credit Linked Notes is later than:

- (A) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
- (B) the 2.5 year Limitation Date,

contains a detailed description of at least one Enabling Obligation (if any such Enabling Obligation exists).

The Notice of Physical Settlement shall specify Deliverable Obligations having an Outstanding Amount (or the equivalent specified Currency Amount converted at the Currency Rate) on the Settlement Valuation Date equal to the Reference Entity Notional Amount (or, as applicable, Exercise Amount), subject to any Physical Settlement Adjustment.

The Issuer may, from time to time, deliver to the Calculation Agent in the manner specified above a NOPS Amendment Notice. A NOPS Amendment Notice shall contain a revised detailed description of each Replacement Deliverable Obligation and shall also specify the Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, the Issuer may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Calculation Agent (given in the manner specified above) prior to the relevant Delivery Date, it being understood that such notice of correction shall not constitute a NOPS Amendment Notice.

**"Notice of Publicly Available Information"** means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice. In relation to a Repudiation/Moratorium Credit Event, the Notice of Publicly Available Information must cite Publicly Available Information confirming the occurrence of both sub-paragraphs (a) and (b) of the definition of "Repudiation/Moratorium". The notice must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applicable in the Final Terms and a Credit Event Notice contains Publicly Available Information, such Credit Event Notice will also be deemed to be a Notice of Publicly Available Information.

**"Notional Credit Derivative Transaction"** means, with respect to any Credit Linked Note and a Reference Entity, a hypothetical market standard credit default swap transaction entered into by the Issuer, as Buyer (as defined in the Credit Derivatives Definitions), incorporating the terms of the Credit Derivatives Definitions and under the terms of which:

- (a) the "Trade Date" is the Trade Date, if specified in the Final Terms and if not, the Issue Date;
- (b) the "Scheduled Termination Date" is the Scheduled Maturity Date;
- (c) the "Reference Entit(y)(ies)" thereunder is(are) such Reference Entit(y)(ies);
- (d) the applicable "Transaction Type", if any, is the Transaction Type for the purposes of such Credit Linked Note; and
- (e) the remaining terms as to credit linkage are consistent with the terms of such Credit Linked Note as it relates to such Reference Entity.

**"Nth-to-Default CLN"** means any First-to-Default CLN or any other nth-to-default Credit Linked Notes where the Issuer purchases credit protection from the Noteholders in respect of two or more Reference Entities, as specified in the Final Terms.

**"Obligation"** means:

- (a) each obligation of a Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified in relation to a Reference Entity, as provider of any Qualifying Guarantee) described by the Obligation Category specified in the Final Terms, and having each of the Obligation Characteristics specified in the Final Terms (but excluding any Excluded Obligation), in each case, as of the date of the event which constitutes the Credit Event which is the subject of the Credit Event Notice or a notice to ISDA which results in the occurrence of the Credit Event Resolution Request Date, as applicable, but excluding any Excluded Obligation;
- (b) each Reference Obligation specified in the applicable Final Terms, unless specified as an Excluded Obligation; and
- (c) any other obligation of a Reference Entity specified as such in the Final Terms.

**"Obligation Acceleration"** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**"Obligation Category"** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in relation to a Reference Entity.

**"Obligation Characteristic"** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance as specified in relation to a Reference Entity.

**"Obligation Currency"** means the currency or currencies in which an Obligation is denominated.

**"Obligation Default"** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (howsoever described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**"Officer's Certification"** means a certificate signed by a director (or other substantively equivalent title) of the Issuer which shall certify the occurrence of a Credit Event with respect to a Reference Entity.

**"Original Bonds"** means any Bonds comprising part of the relevant Deliverable Obligations.

**"Original Loans"** means any Loans comprising part of the relevant Deliverable Obligations.

**"Outstanding Amount"** means the Outstanding Principal Balance or Due and Payable Amount, as applicable.

**"Outstanding Principal Balance"** means:

- (a) with respect to any Accreting Obligation, the Accreted Amount thereof;
- (b) with respect to any Exchangeable Obligation that is not an Accreting Obligation, the outstanding principal balance of such obligation excluding any amount that may be payable under the terms of such obligation in respect of the value of the Equity Securities into which such obligation is exchangeable; and
- (c) with respect to any other Obligation, the outstanding principal balance of such Obligation.

**"Parallel Auction"** means "Auction" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Cancellation Date"** means "Auction Cancellation Date" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Final Price Determination Date"** means the "Auction Final Price Determination Date" as defined in any relevant Parallel Auction Settlement Terms.

**"Parallel Auction Settlement Terms"** means, in respect of a Credit Event with respect to a Reference Entity, following the occurrence of a Restructuring for which either "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" or "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified (or deemed to be specified) in the Final Terms and Credit Linked Notes, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such Restructuring in accordance with the Rules, and for which the Deliverable Obligation Terms are the same as the Deliverable Obligation Provisions which would be applicable to the Notional Credit Derivative Transaction (but the Permissible Deliverable Obligations are more limited than the Permissible Deliverable Obligations under the Transaction Auction Settlement Terms) and for which the Notional Credit Derivative Transaction would not be an Auction Covered Transaction.

**"Partial Cash Settlement Amount"** means, where the applicable Settlement Method is Physical Settlement, an amount determined by the Calculation Agent equal to the aggregate, for each Undeliverable Obligation, of:

- (a) the Final Price of such Undeliverable Obligations multiplied by;
- (b) the relevant Outstanding Principal Balance, Due and Payable Amount or Currency Amount, as applicable, of such Undeliverable Obligation specified in the relevant Notice of Physical Settlement.

**"Partial Cash Settlement Date"** means the date falling three CLN Business Days (unless otherwise specified in relation to a Reference Entity) after the calculation of the Final Price.

**"Payment"** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money.

**"Payment Requirement"** means the amount specified as such the applicable Final Terms or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not so specified in the applicable Final Terms, U.S.\$ 1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

**"Permissible Deliverable Obligations"** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

**"Permitted Currency"** means:

- (a) the legal tender of any Group of seven country (or any country that becomes a member of the Group of seven if such Group of seven expands its membership); or
- (b) the legal tender of any country which, as of the date of such change, is a member of the Organisation for Economic Co-operation and Development and has a local currency long term debt rating of "AAA" or higher assigned to it by S&P, "Aaa" or higher assigned to it by Moody's or "AAA" or higher assigned to it by Fitch France.

**"Physical Settlement Adjustment"** means a reduction to the Outstanding Amount of Deliverable Obligations specified in a Notice of Physical Settlement, by an amount of Deliverable Obligations having a liquidation value equal to the Unwind Costs (only if positive) rounded upwards to the nearest whole denomination of a Deliverable Obligation, such amount to be determined by the Calculation Agent. For the avoidance of doubt, if the applicable Final Terms specify that Unwind Costs are not applicable, the Physical Settlement Adjustment shall be zero.

**"Physical Settlement Adjustment Rounding Amount"** means an amount (if any) equal to the difference between the absolute value of the Physical Settlement Adjustment and the liquidation value of such whole number of Deliverable Obligations as are not required to be Delivered by the Issuer by way of compensation for any Unwind Costs.

**"Physical Settlement Date"** means the last day of the longest Physical Settlement Period following the satisfaction of all applicable Conditions to Settlement as specified in relation to a Reference Entity as the Calculation Agent may designate in its discretion, provided that if the Final Price has not been determined by the CLN Business Day immediately preceding the Physical Settlement Date, the Physical Settlement Date shall be the first CLN Business Day after the Final Price is determined.

**"Physical Settlement Matrix"** means the Credit Derivatives Physical Settlement Matrix Supplement to the Credit Derivatives Definitions, as most recently amended or supplemented as at the Trade Date (unless otherwise specified in relation to a Reference Entity) and as published by ISDA, currently at <http://www.isda.org>, provided that any reference therein to:

- (a) "Confirmation" shall be deemed to be a reference to the applicable Final Terms;
- (b) "Floating Rate Payer Calculation Amount" shall be deemed to be a reference to the Specified Currency;
- (c) "Section 3.3 of the Definitions" shall be deemed to be a reference to "Credit Event Notice" as defined in this Annex;
- (d) "Section 3.9" shall be deemed to be a reference to Credit Linked Condition 8.1; and
- (e) "Section 8.6" shall be deemed to be a reference to "Physical Settlement Period" as defined in this Annex.

**"Physical Settlement Period"** means, subject to Credit Linked Condition 2.4, the number of CLN Business Days specified as such in relation to a Reference Entity or, if a number of CLN Business Days is not so specified, then, with respect to a Deliverable Obligation specified in the Notice of Physical Settlement, the longest number of CLN Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent.

**"Potential Cash Settlement Event"** means an event beyond the control of the Issuer (including, without limitation, failure of the relevant clearance system; or the failure to obtain any requisite consent with respect to the Delivery of Loans or the non-receipt of any such requisite consents or any relevant participation (in the case of Direct Loan Participation) is not effected; or due to any law, regulation or court order, but excluding markets conditions or any contractual, statutory and/or regulatory restriction relating to the relevant Deliverable Obligation, or due to the failure of the Noteholder to give the Issuer details of accounts for settlement; or a failure of the Noteholder to open or procure the opening of such accounts or if the Noteholders are unable to accept Delivery of the portfolio of Deliverable Obligations for any other reason).

**"Potential Failure to Pay"** means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

**"Potential Repudiation/Moratorium"** means the occurrence of an event described in subparagraph (a) of the definition of "Repudiation/Moratorium".

**"Public Source"** means each source of Publicly Available Information specified as such in the applicable Final Terms (or, if a source is not so specified in the Final Terms, each of Bloomberg Service, Dow Jones Telerate Service, Reuter Monitor Money Rates Services, Dow Jones News Wire, Wall Street Journal, New York Times, Nihon Keizai Shinbun, Asahi Shinbun, Yomiuri Shinbun, Financial Times, La Tribune, Les Echos and The Australian Financial Review (and successor publications), the main source(s) of business news in the

country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

**"Publicly Available Information"** means:

- (a) information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice has occurred and which:
  - (i) has been published in or on not less than two Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information provided that, if either the Calculation Agent or the Issuer or any of its respective Affiliates is cited as the sole source of such information, then such information shall not be deemed to be Publicly Available Information unless either the Calculation Agent or the Issuer or any of its Affiliates is acting in its capacity as trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation;
  - (ii) is information received from or published by (A) a Reference Entity (or a Sovereign Agency in respect of a Reference Entity which is a Sovereign or (B) a trustee, fiscal agent, administrative agent, clearing agent or paying agent, facility agent or agent bank for an Obligation; or
  - (iii) is information contained in any petition or filing instituting a proceeding described in sub-paragraph (d) of the definition of "Bankruptcy" against or by a Reference Entity; or
  - (iv) is information contained in any order, decree, notice or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body.
- (b) In the event that the Calculation Agent is:
  - (i) the sole source of information in its capacity as trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; and
  - (ii) a holder of the Obligation with respect to which a Credit Event has occurred, the Calculation Agent shall be required to deliver to the Issuer an Officer's Certification.
- (c) In relation to any information of any type described in sub-paragraphs (a)(ii), (iii) and (iv) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement or understanding regarding the confidentiality of such information and that the party disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to third parties.
- (d) Publicly Available Information need not state:
  - (i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned, directly or indirectly, by the Reference Entity; and
  - (ii) that such occurrence:
    - (A) has met the Payment Requirement or Default Requirement;
    - (B) is the result of exceeding any applicable Grace Period; or
    - (C) has met the subjective criteria specified in certain Credit Events.

**"Qualifying Affiliate Guarantee"** means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

**"Qualifying Guarantee"** means an arrangement evidenced by a written instrument pursuant to which a Reference Entity irrevocably agrees (by guarantee of payment or equivalent legal arrangement) to pay all amounts due under an Underlying Obligation on behalf of the Underlying Obligor. Qualifying Guarantees shall exclude any arrangement:

- (a) structured as a surety bond, financial guarantee insurance policy, letter of credit or equivalent legal arrangement; or
- (b) pursuant to the terms of which the payment obligations of the Reference Entity can be discharged, reduced, assigned or otherwise altered (other than by operation of law) as a result of the occurrence or non-occurrence of an event or circumstance (other than payment). The benefit of a Qualifying Guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation.

**"Qualifying Participation Seller"** means any participation seller that meets the requirements specified in relation to a Reference Entity. If no such requirements are specified, there shall be no Qualifying Participation Seller.

**"Quotation"** means, in respect of Reference Obligations, Deliverable Obligations and Undeliverable Obligations, as the case may be, each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Relevant Valuation Date from five or more CLN Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same CLN Business Day within three CLN Business Days of a Relevant Valuation Date, then on the next following CLN Business Day (and, if necessary, on each CLN Business Day thereafter until the tenth CLN Business Day following the applicable Relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more CLN Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same CLN Business Day on or prior to the tenth CLN Business Day following the applicable Relevant Valuation Date the Quotations shall be deemed to be any Full Quotation obtained from a CLN Dealer at the Valuation Time on such tenth CLN Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Reference Obligation obtained from CLN Dealers at the Valuation Time on such tenth CLN Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation shall be deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.
- (b) If:
  - (i) "Include Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall include accrued but unpaid interest;
  - (ii) "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, such Quotations shall not include accrued but unpaid interest; and
  - (iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the applicable Final Terms in respect of Quotations, the Calculation Agent shall determine based on then current market practice in the market of the Reference Obligation, whether such Quotations shall include or exclude accrued but unpaid interest, all Quotations shall be obtained in accordance with this determination.
- (c) If any Quotation obtained with respect to an Accreting Obligation is expressed as a percentage of the amount payable in respect of such obligation at maturity, such

Quotation will instead be expressed as a percentage of the Outstanding Principal Balance for the purposes of determining the Final Price.

**"Quotation Amount"** means:

- (a) with respect to a Reference Obligation, the amount specified in relation to a Reference Entity (which may be specified by reference to an amount in a currency or by reference to the Representative Amount) or, if no amount is so specified, the Reference Entity Notional Amount (or, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained);
- (b) with respect to each type or issue of Deliverable Obligation to be Delivered on or prior to the Physical Settlement Date, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Deliverable Obligation; and
- (c) with respect to each type or issue of Undeliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency as calculated in the same manner as (a) above) of such Undeliverable Obligation.

**"Reference Entity"** or **"Reference Entities"** means the reference entity or reference entities specified in the Final Terms and any Successor to a Reference Entity either:

- (a) as identified by the Calculation Agent in accordance with the definition of "Successor" on or following the Trade Date; or
- (b) in respect of which ISDA publicly announces on or following the Trade Date that the relevant Credit Derivatives Determinations Committee has resolved that a Succession Event has occurred, in respect of a Succession Event Resolution Request Date. A Successor in accordance with the Rules shall in each case be a Reference Entity for the Notes, as the terms of which may be modified pursuant to Credit Linked Condition 6.

**"Reference Entity Notional Amount"** means the amount in which the Issuer has purchased credit protection in respect of one or more Reference Entities, as set out in the Final Terms (or, if no such amount is specified, the Aggregate Nominal Amount of the Notes divided by the number of Reference Entities), subject to Credit Linked Condition 6.

**"Reference Obligation"** means:

- (a) the Reference Obligation specified in relation to a Reference Entity; and
- (b) any Substitute Reference Obligation.

**"Reference Obligations Only"** means any obligation that is a Reference Obligation and no Obligation Characteristics or, as the case may be, Deliverable Obligation Characteristics shall be applicable where Reference Obligations Only applies.

**"Relevant Obligations"** means:

- (a) subject to sub-paragraph (b) below, the Obligations constituting Bonds and Loans of the Reference Entity outstanding immediately prior to the effective date of the Succession Event, excluding any debt obligations outstanding between the Reference Entity and any of its Affiliates, as determined by the Calculation Agent. The Calculation Agent will determine the entity which succeeds to such Relevant Obligations on the basis of the Best Available Information. If the date on which the Best Available Information becomes available or is filed precedes the legally effective date of the relevant Succession Event, any assumptions as to the allocation of obligations between or among entities contained in the Best Available Information will



be deemed to have been fulfilled as of the legally effective date of the Succession Event, whether or not this is in fact the case; and

- (b) where "LPN Reference Entity" is applicable to a Reference Entity, each of the obligations listed as a Reference Obligation of such Reference Entity in the relevant "LPN Reference Obligation List" as published by Markit Group Limited, or any successor thereto, which list is currently available at <http://www.markit.com/marketing/services.php>, any Additional LPN, and each Additional Obligation.

**"Reference Price"** means the percentage specified as such in relation to a Reference Entity or, if a percentage is not so specified, 100 per cent.

**"Relevant Valuation Date"** means the Settlement Valuation Date, Valuation Date or Undeliverable Valuation Date, as the case may be.

**"Replaced Deliverable Obligation Outstanding Amount"** means the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced.

**"Replacement Deliverable Obligation"** means each replacement Deliverable Obligation that the Issuer will, subject to Credit Linked Condition 4, Deliver to the Noteholders in lieu of each original Deliverable Obligation which has not been Delivered as at the date of such NOPS Amendment Notice.

**"Replacement Reference Entity"** means an entity selected by the Calculation Agent in its discretion which is incorporated in the same geographical area, has the same Transaction Type as the Legacy Reference Entity and which is of a similar or better credit quality than the Legacy Reference Entity, as measured by Standard & Poor's Ratings Services and/or by Moody's Investors Service Ltd., at the date of the relevant Succession Event provided that in selecting any Replacement Reference Entity, the Calculation Agent is under no obligation to the Noteholders, the Issuer or any other person and, provided that the Successor selected meets the criteria specified above, is entitled, and indeed will endeavour, to select the least credit-worthy of the Successors. In making any selection, the Calculation Agent will not be liable to account to the Noteholders, the Issuer or any other person for any profit or other benefit to it or any of its Affiliates which may result directly or indirectly from any such selection.

**"Representative Amount"** means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

**"Repudiation/Moratorium"** means the occurrence of both of the following events:

- (a) an authorised officer of a Reference Entity or a Governmental Authority:
- (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
  - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether de facto or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

**"Repudiation/Moratorium Evaluation Date"** means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix) Tokyo time)):

- (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of:
  - (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium; and
  - (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date); and
- (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium.

**"Resolve"** has the meaning given to that term in the Rules, and **"Resolved"** and **"Resolves"** shall be interpreted accordingly.

**"Restructured Bond or Loan"** means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

**"Restructuring"** means:

- (a) that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of such Obligation or is announced (or otherwise decreed) by a Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date and the date as of which such Obligation is issued or incurred:
  - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals;
  - (ii) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates;
  - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium;
  - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
  - (v) any change in the currency or composition of any payment of interest or principal to any currency which is not a Permitted Currency.
- (b) Notwithstanding the provisions of (a) above, none of the following shall constitute a Restructuring:
  - (i) the payment in euros of interest or principal in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
  - (ii) the occurrence of, agreement to or announcement of any of the events described in (i) to (v) (inclusive) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
  - (iii) the occurrence of, agreement to or announcement of any of the events described (i) to (v) (inclusive) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity.

- (c) For the purposes of (a) and (b) above and Credit Linked Condition 8.4, the term "Obligation" shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee. In the case of a Qualifying Guarantee and an Underlying Obligation, references to the Reference Entity in (a) above shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in (b) above shall continue to refer to the Reference Entity.

**"Restructuring Date"** means, with respect to a Restructured Bond or Loan, the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**"Restructuring Exercise Date"** means the date that is 65 Business Days following the Final List Publication Date.

**"Restructuring Maturity Limitation Date"** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date, provided that, in circumstances where the Scheduled Maturity Date is later than the 2.5-year Limitation Date, at least one Enabling Obligation exists. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a "Latest Maturity Restructured Bond or Loan") and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

In the event that the Scheduled Maturity Date is later than:

- (a) either:
- (i) the final maturity date of the Latest Maturity Restructured Bond or Loan, if any; or
  - (ii) the 2.5-year Limitation Date,
- and, in either case, no Enabling Obligation exists; or
- (b) the 20-year Limitation Date,

the Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

**"Revised Currency Rate"** means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either:

- (a) by reference to the Currency Rate Source as at the Next Currency Fixing time; or
- (b) if such rate is not available at such time, by the Calculation Agent in a commercially reasonable manner after consultation with the parties.

**"Rules"** means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

**"Scheduled Maturity Date"** means the date specified as such in the applicable Final Terms which shall not be subject to adjustment in accordance with any Business Day Convention unless otherwise specified in the applicable Final Terms.

**"Senior Obligation"** means, for the purposes of the definitions of "Subordination" and "Subordinated Obligation", an obligation of the Reference Entity to which the Subordinated Obligation is being compared.

**"Settlement Currency"** means the currency specified as such in the applicable Final Terms, or if no currency is so specified in the Final Terms, the Specified Currency.

**"Settlement Method"** means the settlement method specified as such in the Final Terms and if no Settlement Method is specified in the Final Terms, Auction Settlement.

**"Settlement Valuation Date"** means the date being three CLN Business Days prior to the Delivery Date provided that if a Notice of Physical Settlement is given or, as the case may be, changed at any time after the third CLN Business Day prior to the Physical Settlement Date, the Settlement Valuation Date shall be the date which is three CLN Business Days after such Notice of Physical Settlement is given.

**"Single Reference Entity CLN"** means Credit Linked Notes where the Issuer purchases credit protection from the Noteholders in respect of only one Reference Entity.

**"Sovereign"** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority (including without limiting the foregoing, the central bank) thereof.

**"Sovereign Agency"** means any agency, instrumentality, ministry, department or other authority (including, without limiting the foregoing, the central bank) of a Sovereign.

**"Sovereign Restructured Deliverable Obligation"** means an Obligation of a Sovereign Reference Entity:

- (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice has occurred; and
- (b) described by the Deliverable Obligation Category specified in relation to a Reference Entity,

and, subject as set out in the definition of "Deliverable Obligation Category", having each of the Deliverable Obligation Characteristics, if any, specified in the Final Terms, in each case, immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring without regard to whether the Obligation would satisfy such Deliverable Obligation Category or Deliverable Obligation Characteristics after such Restructuring.

**"Specified Currency"** means, for the purposes of determining compliance with the Obligations Characteristics and Deliverable Obligation Characteristics only an obligation that is payable in the currency or currencies specified as such in relation to a Reference Entity (or, if Specified Currency is specified in the Final Terms and no currency is so specified, any of the Standard Specified Currencies).

**"Standard Specified Currencies"** means the lawful currencies of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies.

**"Subordinated Obligation"** means, for the purposes of the definitions of "Subordination" and "Senior Obligation", an obligation of the Reference Entity which is being compared to such Senior Obligation.

**"Subordination"** means, with respect to a Subordinated Obligation and a Senior Obligation, a contractual, trust or other similar arrangement providing that (a) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the Senior Obligation will be satisfied prior to the claims of the holders of the Subordinated Obligation or (b) the holders of the Subordinated Obligation will not be entitled to receive or retain payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the Senior Obligation. **"Subordinated"** will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement arrangements

shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign.

**"Substitute Reference Obligation"** means one or more obligations of the Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of any Qualifying Guarantee) that will replace one or more Reference Obligations, identified by the Calculation Agent in accordance with the following procedures:

- (a) In the event that:
  - (i) a Reference Obligation is redeemed in whole; or
  - (ii) in the opinion of the Calculation Agent:
    - (A) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments);
    - (B) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or
    - (C) for any other reason, other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity, the Calculation Agent shall identify one or more Obligations to replace such Reference Obligation.
- (b) Any Substitute Reference Obligation or Substitute Reference Obligations shall be an Obligation that:
  - (i) ranks *pari passu* (or, if no such Obligation exists, then, at the Issuer's option, an Obligation that ranks senior) in priority of payment with the ranking in priority of payment of each of the Substitute Reference Obligations and such Reference Obligation (with the ranking in priority of payment of such Reference Obligation being determined as of the date on which such Reference Obligation was issued or incurred and not reflecting any change to such ranking in priority of payment after such later date);
  - (ii) preserves the economic equivalent, as closely as practicable as determined by the Calculation Agent, of the delivery and payment obligations of the Credit Linked Notes; and
  - (iii) is an obligation of the relevant Reference Entity (either directly or as provider of a Qualifying Affiliate Guarantee or, if All Guarantees is specified as applicable in relation to a Reference Entity, as provider of a Qualifying Guarantee). The Substitute Reference Obligation or Substitute Reference Obligations identified by the Calculation Agent shall, without further action, replace such Reference Obligation or Reference Obligations.
- (c) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to one or more but not all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for one or more of such Reference Obligations, each Reference Obligation for which no Substitute Reference Obligation is available shall cease to be a Reference Obligation.
- (d) If more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that at least one Substitute Reference Obligation is available for any such Reference Obligation, then each such Reference Obligation shall be replaced by a Substitute Reference

Obligation and each Reference Obligation for which no Substitute Reference Obligation is available will cease to be a Reference Obligation.

- (e) If:
- (i) more than one specific Reference Obligation is identified as a Reference Obligation, any of the events set forth under (a) above has occurred with respect to all of the Reference Obligations, and the Calculation Agent determines that no Substitute Reference Obligation is available for any of the Reference Obligations; or
  - (ii) only one specific Reference Obligation is identified as a Reference Obligation in relation to the Credit Linked Notes, any of the events set forth under (a) above has occurred with respect to such Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for that Reference Obligation, then the Calculation Agent shall continue to attempt to identify a Substitute Reference Obligation until the Extension Date.
- (f) For the purposes of identification of a Reference Obligation, any change in the Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, convert such Reference Obligation into a different Obligation.

**"succeed"** for the purposes of the provisions relating to the determination of Successor and the definitions of "Successor" and "Succession Event", means, with respect to a Reference Entity and its Relevant Obligations (or, as applicable, obligations), that a party other than such Reference Entity (i) assumes or becomes liable for such Relevant Obligations (or, as applicable, obligations) whether by operation of law or pursuant to any agreement or (ii) issues Bonds that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case such Reference Entity is no longer an obligor (primarily or secondarily) or guarantor with respect to such Relevant Obligations (or, as applicable, obligations). The determinations required pursuant to clause (a) of the definition of "Successor" shall be made, in the case of an exchange offer, on the basis of the Outstanding Principal Balance of Relevant Obligations tendered and accepted in the exchange and not on the basis of the Outstanding Principal Balance of Bonds for which Relevant Obligations have been exchanged.

**"Succession Event"** means:

- (a) with respect to a Reference Entity that is not a Sovereign, an event such as a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event in which one entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement; or
- (b) with respect to a Reference Entity that is a Sovereign, an event such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other event that results in any direct or indirect successor(s) to such Reference Entity.

Notwithstanding the foregoing, "Succession Event" shall not include an event:

- (i) in which the holders of obligations of the Reference Entity exchange such obligations for the obligations of another entity, unless such exchange occurs in connection with a merger, consolidation, amalgamation, transfer of assets or liabilities, demerger, spin-off or other similar event; or
- (ii) with respect to which the legally effective date (or, in the case of a Reference Entity that is a Sovereign, the date of occurrence) has occurred prior to the Succession Event Backstop Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)).

**"Succession Event Backstop Date"** means:

- (a) for purposes of any event that constitutes a Succession Event in relation to the Reference Entity, as determined by DC Resolution, the date that is 90 calendar days prior to the Succession Event Resolution Request Date (determined by reference to Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix), Tokyo time)); or
- (b) otherwise, the date that is 90 calendar days prior to the earlier of:
  - (i) the date on which the Issuer determines that a Succession Event has occurred; and
  - (ii) **the Succession Event Resolution Request Date if:**
    - (A) the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraphs (a) and (b) of the definition of "Succession Event Resolution Request Date" are satisfied in accordance with the Rules;
    - (B) the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters; and
    - (C) the Issuer and/or the Calculation Agent determines, not more than fifteen CLN Business Days after the day on which ISDA publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine such matters, that a Succession Event has occurred.

The Succession Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention unless the parties specify in the Final Terms that the Succession Event Backstop Date will be adjusted in accordance with a specified Business Day Convention.

**"Succession Event Resolution Request Date"** means, with respect to a notice to ISDA, delivered in accordance with the Rules, requesting that a Credit Derivatives Determinations Committee be convened to Resolve:

- (a) whether an event that constitutes a Succession Event has occurred with respect to the relevant Reference Entity; and
- (b) if the relevant Credit Derivatives Determinations Committee Resolves that such event has occurred:
  - (i) with respect to a Reference Entity that is not a Sovereign, the legally effective date of such event; or
  - (ii) with respect to a Reference Entity that is a Sovereign, the date of the occurrence of such event,

the date, as publicly announced by ISDA, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**"Successor"** means in relation to any Reference Entity, each Successor that ISDA has publicly announced, including prior to the Trade Date, that the relevant Credit Derivatives Determinations Committee has Resolved is a Successor to the original Reference Entity pursuant to a Succession Event that occurred on or following the Succession Event Backstop Date in accordance with the Rules; or if no Successor has been identified by a Credit Derivatives Determinations Committee:

- (a) in relation to a Reference Entity that is not a Sovereign, the entity or entities, if any, determined as set out below:
  - (i) if one entity directly or indirectly succeeds to 75 per cent. or more of the Relevant Obligations of the Reference Entity by way of a Succession Event,

that entity will be the sole Successor in respect of the relevant Reference Entity;

- (ii) if only one entity directly or indirectly succeeds to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor in respect of the relevant Reference Entity;
  - (iii) if more than one entity each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remains with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor;
  - (iv) if one or more entities each directly or indirectly succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity by way of a Succession Event, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor;
  - (v) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor; and
  - (vi) if one or more entities directly or indirectly succeed to a portion of the Relevant Obligations of the Reference Entity by way of a Succession Event, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations (or, if two or more entities succeed to an equal percentage of Relevant Obligations, the entity from among those entities which succeeds to the greatest percentage of obligations of the Reference Entity) will be the sole Successor.
- (b) in relation to a Sovereign Reference Entity, any direct or indirect successor(s) to that Reference Entity irrespective of whether such successor(s) assumes any of the obligations of such Reference Entity.

In the case of (a) above, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the relevant Succession Event (but no earlier than 14 calendar days after the legally effective date of the relevant Succession Event), and with effect from the legally effective date of the Succession Event, whether the relevant thresholds set out in (a)(i) to (vi) (inclusive) above have been met, or which entity qualifies under (a)(iv) above, as applicable. In calculating the percentages used to determine whether the relevant thresholds set out in (a) above have been met, or which entity qualifies under (a)(vi) above, as applicable, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Best Available Information and shall notify the Issuer and the Noteholders of such calculation; provided that the Calculation Agent will not make such determination if, at such time, either:

- (i) ISDA has publicly announced that the conditions to convening a Credit Derivatives Determinations Committee to Resolve the matters described in sub-paragraph (a) above and sub-paragraphs (a) and (b) of the definition of "Succession Event Resolution Request Date" are satisfied in accordance with the Rules (until such time, if any, as ISDA subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor); or



- (ii) ISDA has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that no event that constitutes a Succession Event for purposes of any Hedge Transaction has occurred.

**"Supranational Organisation"** means any entity or organisation established by treaty or other arrangement between two or more Sovereigns or the Sovereign Agencies of two or more Sovereigns, and includes, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and the European Bank for Reconstruction and Development.

**"Surviving Reference Entity"** has the meaning given to such term in Credit Linked Condition (6)(b)(ii) above.

**"Trade Date"** means the date specified as such in the applicable Final Terms.

**"Transaction Auction Settlement Terms"** means, in respect of any Reference Entity and a related Credit Event, the Credit Derivatives Auction Settlement Terms published by ISDA in respect of such Credit Event and in respect of which the Notional Credit Derivative Transaction would be an Auction Covered Transaction.

**"Transaction Type"** means, unless otherwise specified in the Final Terms, each "Transaction Type" specified as such in the Physical Settlement Matrix from time to time.

**"Transferable"** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

- (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation); or
- (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds,

and, if specified as applicable to a Deliverable Obligation Category, the Transferable Deliverable Obligation Characteristic shall be applicable only in respect of obligations within that Deliverable Obligation Category that are not Loans.

**"Undeliverable Obligation"** means a Deliverable Obligation included in the Notice of Physical Settlement which, on the Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure by the Noteholder to deliver an Asset Transfer Notice, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans) it is impossible or illegal to Deliver on the Settlement Date.

**"Undeliverable Valuation Date"** means the date that is five CLN Business Days after the Latest Permissible Physical Settlement Date or, as applicable, the Extended Physical Settlement Date.

**"Underlying Finance Instrument"** means where the LPN Issuer provides finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument.

**"Underlying Loan"** means where the LPN Issuer provides a loan to the Reference Entity.

**"Underlying Obligation"** means an obligation in respect of which the Reference Entity has agreed to pay all the amounts due thereunder.

**"Underlying Obligor"** means, the party which is the actual obligor of an Underlying Obligation.

**"Unwind Costs"** means the amount specified in the applicable Final Terms or if **"Standard Unwind Costs"** are specified in the applicable Final Terms (or in the absence of any such specification), an amount, subject to a minimum of zero, determined by the Calculation Agent

equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Credit Linked Notes and the related termination, settlement or re-establishment of any Hedge Transaction, such amount to be apportioned *pro rata* amongst the nominal amount of each Credit Linked Note equal to the Calculation Amount set out in the applicable Final Terms.

**"Valuation Date"** means:

- (a) any CLN Business Day falling between the 55<sup>th</sup> and the 122<sup>nd</sup> CLN Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later CLN Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or
- (b) if "Cash Settlement" is applicable as a Fallback Settlement Method, any CLN Business Day falling between the 55<sup>th</sup> and the 122<sup>nd</sup> CLN Business Day following the Event Determination Date, or, following any Auction Cancellation Date or No Auction Announcement Date, such later CLN Business Day, (in each case, as selected by the Calculation Agent in its sole and absolute discretion); or
- (c) if Partial Cash Settlement applies, the date which is up to fifteen CLN Business Days after the Latest Permissible Physical Settlement Date or, as applicable the Extended Physical Settlement Date (as selected by the Calculation Agent in its sole and absolute discretion).

**"Valuation Obligation"** means, in respect of a Reference Entity, notwithstanding anything to the contrary in the Credit Linked Conditions, one or more obligations of such Reference Entity (either directly or as provider of a Qualifying Guarantee or, as the case may be, Qualifying Affiliate Guarantee), which would constitute a "Deliverable Obligation" if Physical Settlement were the applicable Settlement Method as selected by the Issuer in its sole and absolute discretion on the applicable Valuation Date, provided that, for such purpose:

- (a) any reference to the words "Delivery Date" in the definitions of "Conditionally Transferable Obligation", "Deliverable Obligation", within any of the terms comprising "Deliverable Obligation Category" or "Deliverable Obligation Characteristic" and "Due and Payable Amount" shall be deemed to be a reference to the words "Relevant Valuation Date";
- (b) the deletion of the words "being Delivered" in the definition of "Deliverable Obligation"; and
- (c) the deletion of the whole of the second paragraph within the definition of "Not Contingent" and replacing it with the following:

"If an Obligation is a Convertible Obligation or an Exchangeable Obligation, then such Obligation may only be included in the Valuation Obligations Portfolio if the rights referred to in clauses (i) and (ii) above have not been exercised (or such exercise has been effectively rescinded) on or before the Relevant Valuation Date."

For the avoidance of doubt, the use of Deliverable Obligation terms in the definition of "Valuation Obligation" is for convenience only and is not intended to amend the selected settlement method.

**"Valuation Obligations Portfolio"** means one or more Valuation Obligations of a Reference Entity selected by the Calculation Agent in its discretion, each in an Outstanding Principal Balance selected by the Calculation Agent in its sole and absolute discretion provided that the aggregate of such Outstanding Principal Balances (or in each case the equivalent in the Specified Currency thereof (converted at the foreign exchange rate prevailing on any date from (and including) the Event Determination Date to (and including) the Valuation Date, as selected by the Calculation Agent in its sole and absolute discretion)), shall not exceed the relevant Reference Entity Notional Amount.

**"Valuation Time"** means the time specified in relation to a Reference Entity or, if no time is so specified, 11.00 a.m. in the principal trading market for the relevant Valuation Obligation or Undeliverable Obligation, as the case may be.

**"Voting Shares"** shall mean those shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

**"Weighted Average Final Price"** means the weighted average of the Final Prices determined for each selected Valuation Obligation in the Valuation Obligations Portfolio, weighted by the Currency Amount of each such Valuation Obligation (or its equivalent in the Settlement Currency, converted by the Calculation Agent, in a commercially reasonable manner, by reference to exchange rates in effect at the time of such determination).

**"Weighted Average Quotation"** means, in accordance with the bid quotations provided by the CLN Dealers, the weighted average of firm quotations obtained from the CLN Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation, Deliverable Obligation or Undeliverable Obligation, as the case may be, with an Outstanding Principal Balance of as large a size as available but less than the Quotation Amount (in the case of Deliverable Obligations only, but of a size equal to the Minimum Quotation Amount or, if quotations of a size equal to the Minimum Quotation Amount are not available, quotations as near in size as practicable to the Minimum Quotation Amount) that in the aggregate are approximately equal to the Quotation Amount.

## ANNEX TO THE ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

### AUCTION SETTLEMENT TERMS ANNEX

If an Event Determination Date occurs with respect to the Credit Linked Notes and Auction Settlement applies, the Settlement Amount with respect to the Credit Linked Notes may be calculated based on the Auction Final Price for the Reference Entity (if any). This Annex contains a summary of certain provisions of the Form of Credit Derivatives Auction Settlement Terms set forth at Annex B to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions, published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") on 12 March 2009 (the "**Form of Auction Settlement Terms**") and is qualified by reference to the detailed provisions thereof and is subject to amendment from time to time in accordance with the Rules, including any amendment following the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement dated 14 July 2009, as published by ISDA (the "**July 2009 Supplement**"). The July 2009 Supplement extended the auction hardwiring process to Restructuring credit events. Following a Restructuring credit event, more than one auction may be held and there may be more than one Auction Final Price and credit default swaps are grouped into buckets by maturity and depending on which party triggers the credit default swap. Deliverable obligations will be identified for each bucket (any deliverable obligations included in a shorter bucket will also be deliverable for all longer buckets). If the Credit Derivatives Determinations Committee determines to hold an auction for a particular bucket, then that auction will be held according to the existing auction methodology that has previously been used for Bankruptcy and Failure to Pay credit events as described in the summary below, except that the deliverable obligations will be limited to those falling within the relevant maturity bucket.

The following does not purport to be a complete summary and prospective investors must refer to the Form of Auction Settlement Terms for detailed information regarding the auction methodology set forth therein (the "**Auction Methodology**"). The Auction and the Auction Methodology apply to credit default swaps on the Reference Entity and do not apply specifically to the Credit Linked Notes. A copy of the Form of Auction Settlement Terms may be inspected at the offices of the Issuer and is also currently available at [www.isda.org](http://www.isda.org).

Noteholders should be aware that this summary of the Form of Auction Settlement Terms is accurate only as of the date hereof and the Form of Auction Settlement Terms may be amended from time to time without consultation with Noteholders. At any time after the date hereof, the latest Form of Auction Settlement Terms will be available on the ISDA website at [www.isda.org](http://www.isda.org) (or any successor website thereto). Further, notwithstanding the fact that the Form of Auction Settlement Terms (as may be amended from time to time) appears on the ISDA website, Noteholders should note that the Credit Derivatives Determinations Committees have the power to amend the form of Credit Derivatives Auction Settlement Terms for a particular auction and that this summary may therefore not be accurate in all cases.

Capitalized terms used but not defined in this summary have the meaning specified in the Rules and the Form of Auction Settlement Terms. All times of day in this summary refer to such times in London.

#### **Publication of Credit Derivatives Auction Settlement Terms**

Pursuant to the Credit Derivatives Determinations Committees Rules set forth in Annex A to the 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions (published on March 12, 2009) (the "**Rules**"), a Credit Derivatives Determinations Committee may determine that a Credit Event has occurred in respect of a Reference Entity (such entity, an "**Affected Reference Entity**") and that one or more auctions will be held in order to settle affected transactions referencing such Affected Reference Entity based upon an Auction Final Price determined in accordance with an auction procedure as set forth in the Form of Auction Settlement Terms (each, an "**Auction**"). If an Auction is to be held, the Credit Derivatives Determinations Committee will publish Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity, based upon the Form of Auction Settlement Terms. In doing so, the Credit Derivatives Determinations Committee will make several related determinations, including the date on which the Auction will be held (the "**Auction Date**"), the institutions that will act as

participating bidders in the Auction (the "**Participating Bidders**") and the supplemental terms that are detailed in Schedule 1 to the Form of Auction Settlement Terms. The Credit Derivatives Determinations Committee may also amend the Form of Auction Settlement Terms for a particular auction and may determine that a public comment period is necessary in order to effect such an amendment if such amendment is not contemplated by the Rules.

## **Auction Methodology**

### *Determining the Auction Currency Rate*

On the Auction Currency Fixing Date, the Administrators will determine the rate of conversion (each, an "**Auction Currency Rate**") as between the Relevant Currency and the currency of denomination of each Deliverable Obligation (each, a "**Relevant Pairing**") by reference to a Currency Rate Source or, if such Currency Rate Source is unavailable, by seeking mid-market rates of conversion from Participating Bidders (determined by each such Participating Bidder in a commercially reasonable manner) for each such Relevant Pairing. If rates of conversion are sought from Participating Bidders and more than three such rates are obtained by the Administrators, the Auction Currency Rate will be the arithmetic mean of such rates, without regard to the rates having the highest and lowest values. If exactly three rates are obtained, the Auction Currency Rate will be the rate remaining after disregarding the rates having the highest and lowest values. For this purpose, if more than one rate has the same highest or lowest value, then one of such rates shall be disregarded. If fewer than three rates are obtained, it will be deemed that the Auction Currency Rate cannot be determined for such Relevant Pairing.

### *Initial Bidding Period*

During the Initial Bidding Period, Participating Bidders will submit to the Administrators: (a) Initial Market Bids; (b) Initial Market Offers; (c) Dealer Physical Settlement Requests; and (d) Customer Physical Settlement Requests (to the extent received from customers).

Initial Market Bids and Initial Market Offers are firm quotations, expressed as percentages, to enter into credit derivative transactions in respect of the Affected Reference Entity on terms equivalent to the Representative Auction-Settled Transaction.

The Initial Market Bid and Initial Market Offer submitted by each Participating Bidder must differ by no more than the designated Maximum Initial Market Bid-Offer Spread and must be an integral multiple of the Relevant Pricing Increment (each as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity). The Initial Market Bid must be less than the Initial Market Offer.

Dealer Physical Settlement Requests and Customer Physical Settlement Requests are firm commitments, submitted by a Participating Bidder, on its own behalf or on behalf of a customer, as applicable, to enter into a Representative Auction-Settled Transaction, in each case, as seller (in which case, such commitment will be a "**Physical Settlement Buy Request**") or as buyer (in which case, such commitment will be a "**Physical Settlement Sell Request**"). Each Dealer Physical Settlement Request must be, to the best of such Participating Bidder's knowledge and belief, in the same direction as, and not in excess of, its Market Position. Each Customer Physical Settlement Request must be, to the best of the relevant customer's knowledge and belief (aggregated with all Customer Physical Settlement Requests submitted by such customer), in the same direction as, and not in excess of, its Market Position.

If the Administrators do not receive valid Initial Market Bids and Initial Market Offers from at least a minimum number of Participating Bidders (as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity), the timeline will be adjusted and the Initial Bidding Period extended, with the Auction recommencing at such time(s) specified by the Administrators, otherwise it will proceed as follows.

### *Determination of Open Interest, Initial Market Midpoint and Adjustment Amounts*

The Administrators will calculate the Open Interest, the Initial Market Midpoint and any Adjustment Amounts in respect of the Auction.

The Open Interest is the difference between all Physical Settlement Sell Requests and all Physical Settlement Buy Requests.

To determine the Initial Market Midpoint, the Administrators will: (a) sort the Initial Market Bids in descending order and the Initial Market Offers in ascending order, identifying non-tradeable markets for which bids are lower than offers; (b) sort non-tradeable markets in terms of tightness of spread between Initial Market Bid and Initial Market Offer; and (c) identify that half of the non-tradeable markets with the tightest spreads. The Initial Market Midpoint is determined as the arithmetic mean of the Initial Market Bids and Initial Market Offers contained in the half of non-tradeable markets with the tightest spreads.

Any Participating Bidder whose Initial Market Bid or Initial Market Offer forms part of a tradeable market will be required to make a payment to ISDA on the third Business Day after the Auction Final Price Determination Date (an "**Adjustment Amount**"), calculated in accordance with the Auction Methodology. Any payments of Adjustment Amounts shall be used by ISDA to defray any costs related to any auction that ISDA has coordinated, or that ISDA will in the future coordinate, for purposes of settlement of credit derivative transactions.

If for any reason no single Initial Market Midpoint can be determined, the procedure set out above may be repeated.

At or prior to the Initial Bidding Information Publication Time on any day on which the Initial Bidding Period has successfully concluded, the Administrators publish the Open Interest, the Initial Market Midpoint and the details of any Adjustment Amounts in respect of the Auction.

If the Open Interest is zero, the Auction Final Price will be the Initial Market Midpoint.

#### *Submission of Limit Order Submissions*

In the event that the Open Interest does not equal zero, a subsequent bidding period will be commenced during the Initial Bidding Period which: (a) if the Open Interest is an offer to sell Deliverable Obligations, Participating Bidders submit Limit Bids; or (b) if the Open Interest is a bid to purchase Deliverable Obligations, Limit Offers, in each case, on behalf of customers and for their own account.

#### *Matching bids and offers*

If the Open Interest is a bid to purchase Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Offers and Limit Offers, as further described in the Auction Methodology. If the Open Interest is an offer to sell Deliverable Obligations, the Administrators will match the Open Interest against all Initial Market Bids and Limit Bids, as further described in the Auction Methodology.

#### **(a) Auction Final Price when the Open Interest is Filled**

The Auction Final Price will be the price associated with the matched Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, that is the highest offer or the lowest bid, as applicable, provided that: (a) if the Open Interest is an offer to sell and the price associated with the lowest matched bid exceeds the Initial Market Midpoint by more than the "Cap Amount" (being the percentage that is equal to one half of the Maximum Initial Market Bid-Offer Spread (rounded to the nearest Relevant Pricing Increment)), then the Auction Final Price will be the Initial Market Midpoint plus the Cap Amount; and (b) if the Open Interest is a bid to purchase and the Initial Market Midpoint exceeds the price associated with the highest offer by more than the Cap Amount, then the Auction Final Price will be the Initial Market Midpoint minus the Cap Amount.

#### **(b) Auction Final Price when the Open Interest is Not Filled**

If, once all the Initial Market Bids and Limit Bids or Initial Market Offers and Limit Offers, as applicable, have been matched to the Open Interest, part of the Open Interest remains, the Auction Final Price will be: (a) if the Open Interest is a bid to purchase Deliverable Obligations, the greater of (i) zero, and (ii) the highest Limit Offer or Initial Market Offer received; or (b) if the Open Interest is an offer to sell Deliverable Obligations, zero.

100 per cent. Cap to Auction Final Price

In all cases, if the Auction Final Price determined pursuant to the Auction Methodology is greater than 100 per cent., then the Auction Final Price will be deemed to be 100 per cent.

#### *Publication of Auction Final Price*

At or prior to the Subsequent Bidding Information Publication Time on any day on which the subsequent bidding period has successfully concluded, the Administrators will publish on their websites: (a) the Auction Final Price; (b) the names of the Participating Bidders who submitted bids, offers, valid Dealer Physical Settlement Requests and valid Customer Physical Settlement Requests, together with the details of all such bids and offers submitted by each; and (c) the details and size of all matched trades.

#### **Execution of Trades Formed in the Auction**

Each Participating Bidder whose Limit Bid or Initial Market Bid (or Limit Offer or Initial Market Offer if applicable) is matched against the Open Interest, and each Participating Bidder that submitted a Customer Physical Settlement Request or Dealer Physical Settlement Request, is deemed to have entered into a Representative Auction-Settled Transaction, and each customer that submitted such a Limit Bid, Limit Offer, or Physical Settlement Request is deemed to have entered into a Representative Auction-Settled Transaction with the dealer through whom the customer submitted such bid or offer. Accordingly, each such Participating Bidder or customer that is a seller of Deliverable Obligations pursuant to a trade formed in the auction must deliver to the buyer to whom such Participating Bidder or customer has been matched a Notice of Physical Settlement indicating the Deliverable Obligations that it will deliver, and such Deliverable Obligations will be sold to the buyer in exchange for payment of the Auction Final Price.

#### **Timing of Auction Settlement Provisions**

If an Auction is held in respect of an Affected Reference Entity, it is expected that the relevant Auction Date will occur on the third Business Day immediately prior to the 30th calendar day after which the relevant Credit Derivatives Determinations Committee received the request from an eligible market participant (endorsed by a member of the relevant Credit Derivatives Determinations Committee) to resolve whether a Credit Event has occurred with respect to such Reference Entity.

In respect of an Affected Reference Entity for which an Auction is held, the Auction Settlement Date will occur on a Business Day following the Auction Final Price Determination Date, as determined by the Credit Derivatives Determinations Committee and specified in the Credit Derivatives Auction Settlement Terms in respect of the relevant Affected Reference Entity.

## ANNEX 8

### ADDITIONAL TERMS AND CONDITIONS FOR ETI LINKED NOTES

The terms and conditions applicable to ETI Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms, (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**ETI Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the ETI Linked Conditions, the ETI Linked Conditions shall prevail.

#### 1. Definitions

"**Additional Extraordinary ETI Event**" means any event specified as such in the applicable Final Terms.

"**Averaging Date**" means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) If "**Omission**" is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant price, level, value or amount provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if "**Postponement**" is specified as applying in the applicable Final Terms, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price, value or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if "**Modified Postponement**" is specified as applying in the applicable Final Terms then:
  - (i) where the Notes are ETI Linked Notes relating to a single ETI Interest, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether such Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant value, amount, level or price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below;
  - (ii) where the Notes are ETI Linked Notes relating to an ETI Basket, the Averaging Date for each ETI Interest not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the "**Scheduled Averaging Date**") and the Averaging Date for each ETI Interest affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such ETI Interest. If the first succeeding Valid Date in relation to such ETI Interest has not occurred for a number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date,



then (A) that such Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such ETI Interest, and (B) the Calculation Agent shall determine the relevant value, level, price or amount for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below; and

- (iii) for the purposes of these Terms and Conditions, "**Valid Date**" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not occur.

"**Basket Trigger Event**" means that an Extraordinary ETI Event occurs in respect of one or more ETI Interests or the related ETI comprising the ETI Basket which has or, in the event that an Extraordinary ETI Event has occurred in respect of more than one ETI, together have, a Weighting in the ETI Basket equal to or greater than the Basket Trigger Level.

"**Basket Trigger Level**" has the meaning given to it in the applicable Final Terms or if not so specified, 50 per cent.

"**Calculation Date**" means each day(s) specified in the applicable Final Terms, or if not so specified, each day which is an Exchange Business Day.

"**Clearance System**" means the applicable domestic clearance system customarily used for settling trades in the relevant ETI Interest.

"**Clearance System Days**" means, in respect of a Clearance System, any day on which such Clearance System is (or, but for the occurrence of an event which results in the Clearance System being unable to clear the transfer of a relevant security would have been) open for the acceptance and execution of settlement instructions.

"**Closing Price**" means, in respect of an ETI and a Scheduled Trading Day, the official closing price (or if Value per ETI Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such day as determined by the Calculation Agent, subject as provided in ETI Linked Condition 3 (Potential Adjustment Events) or ETI Linked Condition 4 (Extraordinary ETI Events).

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

"**Dividend Event**" means that with reference to the later of (i) the two financial years prior to the Trade Date, and (ii) the two financial years prior to the relevant observation date, the ETI has implemented a material change to its practice with respect to the payment of dividends.

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

"**ETI**" means (i) any exchange traded fund, (ii) the issuer of (A) an exchange traded note, (B) exchange traded commodity or (iii) any other exchange traded product or (iii) any other exchange traded entity specified as an ETI in the applicable Final Terms.

"**ETI Basket**" means, where the ETI Linked Notes are linked to the performance of ETI Interests of more than one ETI, a basket comprising such ETI Interests.

"**ETI Documents**" means with respect to any ETI Interest, the offering document of the relevant ETI in effect on the Hedging Date specifying, among other matters, the terms and conditions relating to such ETI Interests and, for the avoidance of doubt, any other documents or agreements in respect of the ETI, as may be further described in any ETI Document.

**"ETI Interest(s)"** means (i) in respect of an exchange traded fund, an ownership interest issued to or held by an investor in such ETI, (ii) in respect of an exchange traded note or an exchange traded commodity, a unit or note, as the case may be, issued by such ETI, or (iii) in respect of any other exchange traded product, any other interest specified as an ETI Interest in the applicable Final Terms.

**"ETI Interest Correction Period"** means (a) the period specified in the applicable Final Terms, or (b) if none is so specified, one Settlement Cycle.

**"ETI Related Party"** means, in respect of any ETI, any person who is appointed to provide services (howsoever described in any ETI Documents), directly or indirectly, in respect of such ETI, whether or not specified in the ETI Documents, including any advisor, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent, domiciliary agent, sponsor or general partner and any other person specified as such in the applicable Final Terms and in the case of an exchange traded note or exchange traded commodity, the calculation agent.

**"Exchange"** means in relation to an ETI Interest, each exchange or quotation system specified as such for the relevant ETI in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such ETI Interest on such temporary substitute exchange or quotation system as on the original Exchange).

**"Exchange Business Day"** means either (i) in the case of a single ETI Interest, Exchange Business Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Exchange Business Day (All ETI Interests Basis) or Exchange Business Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply.

**"Exchange Business Day (All ETI Interests Basis)"** means, in respect of an ETI Basket, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Business Day (Per ETI Interest Basis)"** means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such ETI Interest are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Business Day (Single ETI Interest Basis)"** means, in respect of an ETI Interest, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange (if any) are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

**"Exchange Disruption"** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the ETI Interest on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the ETI Interest on any relevant Related Exchange.

**"Extraordinary ETI Event Effective Date"** means, in respect of an Extraordinary ETI Event, the date on which such Extraordinary ETI Event occurs, or has occurred, as determined by the Calculation Agent in its sole and absolute discretion.

**"Final Calculation Date"** means the date specified as such in the applicable Final Terms.

**"Hedging Date"** has the meaning given to it in the applicable Final Terms.

**"Hedge Provider"** means the party (being, inter alios, the Issuer, the Calculation Agent, an affiliate or any third party) from time to time who hedges the Issuer's obligations in respect of the Notes or where no such party actually hedges such obligations, a Hypothetical Investor, who shall be deemed to enter into transactions as if hedging such obligations. The Hedge Provider will hold or be deemed to hold such number of ETI Interests, or enter or be deemed to enter into any agreement to purchase or deliver, or pay an amount linked to the performance of, such number of ETI Interests as it (or in the case of a Hypothetical Investor, the Calculation Agent) considers would be held by a prudent issuer as a hedge for its exposure under the relevant Notes.

**"Hedging Shares"** means the number of ETI Interests that the Issuer and/or any of its Affiliates deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

**"Hypothetical Investor"** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in an ETI Interest which is deemed to have the benefits and obligations, as provided in the relevant ETI Documents, of an investor holding an ETI Interest at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Issuer, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"Implied Embedded Option Value"** means, in respect of a day, an amount which may never be less than zero equal to the present value as at such day, of any future payments under the Notes determined by the Calculation Agent in its sole and absolute discretion taking into account, without limitation, such factors as interest rates, the net proceeds achievable from the sale of any ETI Interests by the Hedge Provider, the volatility of the ETI Interests and transaction costs.

**"Implied Embedded Option Value Determination Date"** means the date determined by the Calculation Agent to be the first date on which it is possible to determine the Implied Embedded Option Value following the occurrence of an Extraordinary ETI Event.

**"Initial Calculation Date"** means the date specified as such in the applicable Final Terms, or if not so specified, the Hedging Date.

**"Intraday Price"** means, in respect of an ETI and any time on a Scheduled Trading Day, the published or quoted price (or if Value per ETI) Interest is specified as applicable in the applicable Final Terms, the Value per ETI Interest) in respect of the relevant ETI Interest in relation to such time on such day as determined by the Calculation Agent, subject as provided in ETI Linked Condition 3 (Potential Adjustment Events) or ETI Linked Condition 4 (Extraordinary ETI Events);

**"Investment/AUM Level"** has the meaning given to it in the applicable Final Terms, or if not so specified, EUR 50,000,000 or the equivalent in any other currency;

**"Loss of Stock Borrow"** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any ETI Interest in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

**"Maximum Stock Loan Rate"** means, in respect of an ETI Interest, the Maximum Stock Loan Rate specified in the applicable Final Terms.

**"Merger Event"** means, in respect of any relevant Interests and Entity, any (i) reclassification or change of such ETI Interests that results in a transfer of or an irrevocable commitment to transfer all of such ETI Interests outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI with or into another entity or person (other than a consolidation, amalgamation, merger or binding share/unit/interest exchange in which such ETI, is the continuing entity and which does not result in a reclassification or change of all of such ETI Interests outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding ETI Interests of an ETI that

results in a transfer of or an irrevocable commitment to transfer all such ETI Interests (other than such ETI Interests owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share/unit/interest exchange of an ETI or its subsidiaries with or into another entity in which the ETI is the continuing entity and which does not result in a reclassification or change of all such ETI Interests outstanding but results in the outstanding ETI Interests (other than ETI Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding ETI Interests immediately following such event, in each case if the relevant Extraordinary ETI Event Effective Date is on or before (a) in the case of Cash Settled Notes, the last occurring Valuation Date or (b) in the case of Physical Delivery Notes, the Maturity Date. For the purposes of this definition only, "**Interests**" shall mean the applicable ETI Interests or the shares of any applicable ETI Related Party, as the context may require, and "**Entity**" shall mean the applicable ETI or any applicable ETI Related Party, as the context may require.

**"Non-Principal Protected Termination Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount per Note determined by the sum of:

- (a) the Implied Embedded Option Value on the Implied Embedded Option Value Determination Date; and
- (b) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Simple Interest.

**"Number of Value Publication Days"** means the number of calendar days or Business Days specified in the applicable Final Terms, being the maximum number of days after the due date for publication or reporting of the Value per ETI Interest after which the ETI Related Party or any entity fulfilling such role, howsoever described in the ETI Documents, or any other party acting on behalf of the ETI, may remedy any failure to publish or report the Value per ETI Interest before the Calculation Agent may determine that an Extraordinary ETI Event has occurred.

**"Principal Protected Termination Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount determined as the sum of:

- (a) the Protected Amount;
- (b) the Implied Embedded Option Value on the Implied Embedded Option Value Determination Date; and
- (c) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Simple Interest.

**"Protected Amount"** means (i) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as applicable in the applicable Final Terms, the amount specified as such in the applicable Final Terms or (ii) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is not specified as being applicable in the applicable Final Terms, the present value of a hypothetical zero coupon bond reflecting the principal protection feature of the Notes as of the Implied Embedded Option Value Determination Date, all as determined by the Calculation Agent.

**"Related Exchange"** means in relation to an ETI Interest, each exchange or quotation system specified as such for such ETI Interest in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such ETI Interest has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such ETI Interest on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, "Related Exchange" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such ETI Interest.

**"Scheduled Trading Day"** means either (i) in the case of a single ETI and in relation to an ETI Interest, Scheduled Trading Day (Single ETI Interest Basis) or (ii) in the case of an ETI Basket, Scheduled Trading Day (All ETI Interest Basis) or Scheduled Trading Day (Per ETI Interest Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per ETI Interest Basis) shall apply.

**"Scheduled Trading Day (All ETI Interest Basis)"** means, in respect of an ETI Basket, any day on which the Exchange and Related Exchange(s) are scheduled to be open for trading in respect of all ETI Interests comprised in the ETI Basket during their respective regular trading session(s).

**"Scheduled Trading Day (Per ETI Interest Basis)"** means, in respect of an ETI Interest, any day on which the relevant Exchange and the relevant Related Exchange in respect of such ETI Interest are scheduled to be open for trading during their respective regular trading session(s).

**"Scheduled Trading Day (Single ETI Interest Basis)"** means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s).

**"Settlement Cycle"** means in respect of an ETI Interest, the period of Clearance System Days following a trade in the ETI Interest on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**"Settlement Price"** means, unless otherwise stated in the applicable Final Terms and subject to the provisions of these ETI Linked Conditions and as referred to in "Valuation Date" or "Averaging Date", as the case may be:

- (a) in the case of ETI Linked Notes relating to an ETI Basket and in respect of each ETI Interest comprising the ETI Basket, an amount equal to (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for such ETI Interest whose official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be determined based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide), or (y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date, in each case multiplied by the relevant Weighting, such value to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate, all as determined by or on behalf of the Calculation Agent; and

- (b) in the case of ETI Linked Notes relating to a single ETI Interest, an amount equal to (x) if the applicable Final Terms specify that the Settlement Price is to be the official closing price, the official closing price (or the price at the Valuation Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the ETI Interest based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions or applicable brokers (as selected by the Calculation Agent) engaged in the trading of such ETI Interest or on such other factors as the Calculation Agent shall decide), or (y) if the applicable Final Terms specify that the Settlement Price is to be the Value per ETI Interest, the Value per ETI Interest on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified on the applicable Final Terms, an Averaging Date, in each case, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent;

**"Simple Interest"** means an amount calculated by the Calculation Agent equal to the amount of interest that would accrue on the Termination Amount during the period from (and including) the Implied Embedded Option Value Determination Date to (and including) the Final Calculation Date calculated on the basis that such interest were payable by the Floating Rate Payer under an interest rate swap transaction incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. under which:

- (a) the "Effective Date" is the Implied Embedded Option Value Determination Date;
- (b) the "Termination Date" is the Termination Date;
- (c) the "Floating Rate Payer Payment Date" is the Termination Date;
- (d) the "Floating Rate Option" is EUR-EURIBOR-Reuters (if the Settlement Currency is EUR) or USD-LIBOR-BBA (if the Settlement Currency is USD);
- (e) the "Designated Maturity" is 3 months;
- (f) the "Simple Interest Spread" is as specified in the applicable Final Terms, or if not so specified minus 0.125 per cent.;
- (g) the "Floating Rate Day Count Fraction" is Actual/360;
- (h) the "Reset Date" is the Implied Embedded Option Value Determination Date and each date falling three calendar months after the previous Reset Date; and
- (i) "Compounding" is "Inapplicable".

**"Specified Maximum Days of Disruption"** means eight (8) Scheduled Trading Days, or such other number of Specified Maximum Days of Disruption specified in the applicable Final Terms.

**"Stop Loss Event"** has the meaning given to it in the applicable Final Terms.

**"Stop Loss Event Percentage"** has the meaning given to it in the applicable Final Terms.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day".

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Tender Offer"** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50 per cent. and less than 100 per cent. of the outstanding voting shares, units or interests of the ETI or an ETI Related Party, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**"Termination Amount"** means the amount specified in the applicable Final Terms or if not so specified, the (i) Principal Protected Termination Amount or (ii) the Non-Principal Protected Termination Amount as specified in the applicable Final Terms.

**"Termination Date"** means (i) the date determined by the Issuer and specified in the notice given to Noteholders in accordance with ETI Linked Condition 6.2(d) or (ii) if Delayed Redemption on the Occurrence of an Extraordinary ETI Event is specified as being applicable in the applicable Final Terms, the Maturity Date.

**"Trade Date"** has the meaning given to it in the applicable Final Terms.

**"Trading Disruption"** means in relation to an ETI Interest, any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or any Related Exchange or otherwise (i) relating to the ETI Interest or any underlying asset of the ETI on the Exchange; or (ii) in futures or options contracts relating to the ETI Interest or any underlying asset of the ETI on any relevant Related Exchange.

**"Valuation Date"** means the Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) in the case of ETI Linked Notes relating to a single ETI Interest, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant value, level, amount or price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the Settlement Price in accordance with its good faith estimate of the relevant value, level, amount or price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; or
- (b) in the case of ETI Linked Notes relating to an ETI Basket, the Valuation Date for each ETI Interest not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each ETI Interest affected (each an **"Affected Item"**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (i) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the relevant value, level, amount or

price using, in relation to the Affected Item, a price determined in the manner set out in the applicable Final Terms or, if not set out or if not practicable, using its good faith estimate of the value for the Affected Item as of the Valuation Time on the last such consecutive Scheduled Trading Day and otherwise in accordance with the above provisions.

**"Valuation Time"** means in the case of an ETI and in relation to an ETI Interest either (i) the close of trading on the Exchange or (ii) as otherwise specified in the applicable Final Terms.

**"Value per ETI Interest"** means, with respect to the relevant ETI Interest(s) and the Scheduled Trading Day relating to such ETI Interests, (i) if the relevant ETI Documents refer to an official net asset value per ETI Interest (howsoever described), such official net asset value per ETI Interest otherwise (ii) the official closing price or value per ETI Interest, as of the relevant calculation date, as reported on such Scheduled Trading Day by the ETI or an ETI Related Party, the relevant Exchange or publishing service (which may include the website of an ETI), all as determined by the Calculation Agent.

**"Value per ETI Interest Trading Price Barrier"** means the percentage specified in the applicable Final Terms, or if not so specified, 5%.

**"Value per ETI Interest Trading Price Differential"** means the percentage by which the Value per ETI Interest differs from the actual trading price of the ETI Interest as of the time the Value per ETI Interest is calculated.

**"Value per ETI Interest Trigger Event"** means, in respect of any ETI Interest(s), that (i) the Value per ETI Interest has decreased by an amount equal to, or greater than, the Value Trigger Percentage(s) at any time during the related Value Trigger Period, or (ii) the ETI has violated any leverage restriction that is applicable to, or affecting, such ETI or its assets by operation of any law, (x) any order or judgement of any court or other agency of government applicable to it or any of its assets, (y) the ETI Documents or (z) any other contractual restriction binding on or affecting the ETI or any of its assets.

**"Value Trigger Percentage"** means the percentage specified in the applicable Final Terms or, if not so specified, 50 per cent.

**"Value Trigger Period"** means the period specified in the applicable Final Terms, or if not so specified the period from and including the Initial Calculation Date to and including the Final Calculation Date.

## 2. Market Disruption

**"Market Disruption Event"** means, in relation to Notes relating to a single ETI Interest or an ETI Basket, in respect of an ETI Interest the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date or a Valuation Date or on any Knock-in Determination Day or Knock-out Determination Day, as the case may be.

## 3. Potential Adjustment Events

**"Potential Adjustment Event"** means any of the following:

- (a) an extraordinary dividend as determined by the Calculation Agent;
- (b) a repurchase or exercise of any call option by any ETI of relevant ETI Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or



- (c) any other event that may have, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant ETI Interests.

**"Potential Adjustment Event Effective Date"** means, in respect of a Potential Adjustment Event, the date on which such Potential Adjustment Event is announced by the relevant ETI or ETI Related Party, as the case may be, as determined by the Calculation Agent in its sole and absolute discretion.

Following the declaration by the relevant ETI or ETI Related Party, as the case may be, of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the ETI Interests and, if so, will (i) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant ETI Interest) and (ii) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the ETI Interest traded on that options exchange.

Upon the making of any such adjustment, the Calculation Agent shall give notice as soon as reasonably practicable to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, stating the adjustment to any Relevant Asset and/or the Entitlement (where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event and the Potential Adjustment Event Effective Date.

#### 4. **Extraordinary ETI Events**

Subject to the provisions of ETI Linked Condition 5 (Determination of Extraordinary ETI Events), **"Extraordinary ETI Event"** means the occurrence or continuance at any time on or after the Trade Date of any of the following events as determined by the Calculation Agent:

##### **Global Events:**

- (a) the ETI or any ETI Related Party (i) ceases trading and/or, in the case of an ETI Related Party, ceases administration, portfolio management, investment services, custodian, prime brokerage, or any other relevant business (as applicable), (ii) is dissolved or has a resolution passed, or there is any proposal, for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (iii) makes a general assignment or arrangement with or for the benefit of its creditors; (iv) (1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in sub-clause (iv) (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not immediately dismissed, discharged, stayed or restrained; (v) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator,

receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vi) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not immediately dismissed, discharged, stayed or restrained; or (vii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an effect analogous to any of the events specified in sub-clauses (i) to (vi) above; or

- (b) the occurrence of a Merger Event or Tender Offer;

**Litigation/Fraudulent Activity Events:**

- (a) there exists any litigation against the ETI or an ETI Related Party which in the sole and absolute discretion of the Calculation Agent could materially affect the value of the ETI Interests or on the rights or remedies of any investor therein; or
- (b) an allegation of criminal or fraudulent activity is made in respect of the ETI, or any ETI Related Party, or any employee of any such entity, or the Calculation Agent reasonably determines that any such criminal or fraudulent activity has occurred, or (ii) any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the ETI, any ETI Related Party or any key personnel of such entities if such allegation, determination, suspicion or proceedings could, in the sole and absolute discretion of the Calculation Agent, materially affect the value of the ETI Interests or the rights or remedies of any investor in such ETI Interests;

**Change in ETI Related Parties/Key Persons Events:**

- (a) (i) an ETI Related Party ceases to act in such capacity in relation to the ETI (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Calculation Agent; and/or (ii) any event occurs which causes, or will with the passage of time (in the opinion of the Calculation Agent) cause, the failure of the ETI and/or any ETI Related Party to meet or maintain any obligation or undertaking under the ETI Documents which failure is reasonably likely to have an adverse impact on the value of the ETI Interests or on the rights or remedies of any investor therein;

**Modification Events:**

- (a) a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETI (howsoever described, including the underlying type of assets in which the ETI invests), from those set out in the ETI Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;
- (b) a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (i) in which the ETI invests, (ii) the ETI purports to track, or (iii) the ETI accepts/provides for purposes of creation/redemption baskets;
- (c) a material modification, or any announcement regarding a potential future material modification, of the ETI (including but not limited to a material modification of the ETI Documents or to the ETI's liquidity terms) other than a modification or event which does not affect the ETI Interests or the or any portfolio of assets to which the ETI Interest relates (either alone or in common with other ETI Interests issued by the ETI);
- (d) the currency denomination of the ETI Interest is amended from that set out in the ETI Documents so that the Value per ETI Interest is no longer calculated in the same currency as it was as at the Trade Date; or

- (e) if applicable, the ETI ceases to be an undertaking for collective investments under the legislation of its relevant jurisdiction;

**Net Asset Value/Investment/AUM Level Events:**

- (a) a material modification of the method of calculating the Value per ETI Interest;
- (b) any change in the periodicity of the calculation or the publication of the Value per ETI Interest;
- (c) any of the ETI, any ETI Related Parties or any other party acting on behalf of the ETI fails for any reason to calculate and publish the Value per ETI Interest within the Number of Value Publication Days following any date scheduled for the determination of the valuation of the ETI Interests unless the cause of such failure to publish is of a technical nature and outside the immediate and direct control of the entity responsible for such publication;
- (d) the assets under management of, or total investment in, the ETI falls below the Investment/AUM Level;
- (e) a Value per ETI Interest Trigger Event occurs;
- (f) failure by the ETI or any ETI Related Party to publish (i) the Value per ETI Interest at the end of each Scheduled Trading Day as a result of any action or inaction by the ETI or any ETI Related Party, or (ii) where the relevant ETI Documents provide for the publication of an indicative Value per ETI Interest, such indicative Value per ETI Interest is published no less frequently than once every five (5) minutes during regular trading hours on the Exchange on each Scheduled Trading Day; or
- (g) (i) the Value per ETI Interest Trading Price Differential breaches the Value per ETI Interest Trading Price Barrier, and (ii) such breach has an adverse impact on any hedging activities in relation to the Notes;

**Tax/Law/Accounting/Regulatory Events:**

- (a) there is a change in or in the official interpretation or administration of any laws or regulations relating to taxation that has or is likely to have a material adverse effect on any hedging arrangements entered into by any Hedge Provider in respect of the Notes (a "**Tax Event**") and, subject as provided below, the Hedge Provider has, for a period of one calendar month following the day the relevant Tax Event became known to it, used reasonable efforts to mitigate the material adverse effect of the Tax Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period set out above for such mitigation shall be deemed satisfied on any date it is or becomes apparent at any time that there is no practicable means of mitigating the Tax Event; or
- (b) (i) any relevant activities of or in relation to the ETI or the ETI Related Parties are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the ETI by any governmental, legal or regulatory entity with authority over the ETI), (ii) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETI or the ETI Related Parties or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (iii) the ETI is required by a competent authority to redeem any ETI Interests, (iv) the Hedge Provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETI Interests held in connection with any hedging arrangements relating to the Notes and/or (v) any change in the legal, tax, accounting or regulatory treatment of the ETI or any ETI Related Party that is

reasonably likely to have an adverse impact on the value of the ETI Interests or other activities or undertakings of the ETI or on the rights or remedies of any investor therein, including any Hedge Provider;

**Hedging/Impracticality/Increased Costs Events:**

- (a) in connection with any hedging activities in relation to the Notes, as a result of any adoption of, or any change in, any law, order, regulation, decree or notice, howsoever described, after the Trade Date, or issuance of any directive or promulgation of, or any change in the interpretation, whether formal or informal, by any court, tribunal, regulatory authority or similar administrative or judicial body of any law, order, regulation, decree or notice, howsoever described, after such date or as a result of any other relevant event (each a "**Relevant Event**") (i) it would become unlawful or impractical for the Hedge Provider to hold (including, without limitation, circumstances requiring the Hedge Provider to modify any reserve, special deposit, or similar requirement or that would adversely affect the amount or cost of regulatory capital that would have to be maintained in respect of any holding of ETI Interests or that would subject a holder of the ETI Interests or the Hedge Provider) to any loss) purchase or sell the relevant ETI Interests or any underlying assets of or related to the ETI or for the Hedge Provider to maintain its hedging arrangements and, (ii) subject as provided below, the Hedge Provider has, for a period of one calendar week following the day the Relevant Event became known to it, used reasonable efforts to mitigate the effect of the Relevant Event by seeking to transfer such hedging arrangements to an affiliated company, provided that the Hedge Provider shall not under any circumstances be obliged to take any steps which would result in sustaining a loss or expense of any kind and the period of one calendar week set out above shall be deemed satisfied on any date it is or becomes at any time apparent that there is no practicable means of mitigating the Relevant Event;
- (b) in connection with the hedging activities in relation to the Notes, if the cost to the Hedge Provider in relation to the Notes and the related hedging arrangements (including, but not limited to, new or increased taxes, duties, expenses or fees (or combined effect thereof if occurring more than once)) would be materially increased or the Hedge Provider would be subject to a material loss relating to the Notes and the related hedging arrangements;
- (c) in connection with the hedging activities in relation to the Notes, the Hedge Provider is unable or it becomes impractical for the Hedge Provider, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset or any futures or option contracts on the relevant Exchange it deems necessary to hedge the equity, commodity or other underlying ETI Interest asset price risk or any other relevant price risk, including but not limited to the Issuer's obligations under the Notes or (ii) to realise, recover or remit the proceeds of any such transaction, asset, or futures or option contract or any relevant hedge positions relating to an ETI Interest of the ETI; or
- (d) at any time on or after the Trade Date, the Issuer and/or any of its Affiliates would incur an increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, capital and/or funding costs, expense or fee (other than brokerage commissions) to maintain the Notes;

**Miscellaneous Events:**

- (a) in the case of Notes linked to an ETI Basket, a Basket Trigger Event occurs;
- (b) the long-term unsecured, unsubordinated and unguaranteed debt rating assigned to any ETI Related Party or any parent company (howsoever described) of the ETI, by Moody's Investors Service Inc., or any successor to the ratings business thereof ("**Moody's**"), and/or Standard and Poor's Rating Group (a division of McGraw-Hill, Inc.), or any successor to the ratings business thereof ("**S&P**"), is downgraded below A (S&P) or A2 (Moody's) and/or the short-term unsecured, unsubordinated and

unguaranteed debt rating assigned to any ETI Related Party by Moody's or S&P is downgraded below A-1 (S&P) or P-1 (Moody's);

- (c) the occurrence of a Loss of Stock Borrow;
- (d) the occurrence of an Additional Extraordinary ETI Event;
- (e) if the relevant ETI Documents provide for the payment of dividends, the occurrence of a Dividend Event; or
- (f) the relevant Exchange announces that pursuant to the rules of such Exchange, the relevant ETI Interests cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason and are not immediately re-listed, re-traded or re-quoted on (i) where the Exchange is located in the United States, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors) or otherwise (ii) a comparable exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

## 5. Determination of Extraordinary ETI Events

The Calculation Agent will determine if an Extraordinary ETI Event has occurred acting in good faith and in a commercially reasonable manner. Where the occurrence of an event or set of circumstances is capable of triggering more than one Extraordinary ETI Event or both an Extraordinary ETI Event and a Market Disruption Event, the Issuer may determine which Extraordinary ETI Event is to be triggered or whether such event or set of circumstances shall be an Extraordinary ETI Event or Market Disruption Event, in its sole and absolute discretion.

In considering whether the occurrence of an event or set of circumstances triggers an Extraordinary ETI Event, the Calculation Agent may have regard to the combined effect, from the Trade Date, of any event or set of circumstances, as the case may be, if such event or set of circumstances occurs more than once.

## 6. Consequences of an Extraordinary ETI Event

- 6.1 If the Calculation Agent determines that an Extraordinary ETI Event has occurred, the Calculation Agent shall, on or prior to the date on which such Extraordinary ETI Event is no longer continuing give notice (an "**Extraordinary ETI Event Notice**") to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be (which notice shall be irrevocable), of the occurrence of such Extraordinary ETI Event (the date on which an Extraordinary ETI Event Notice is given, an "**Extraordinary ETI Event Notification Date**") and set out, if determined at that time, the action that it has determined to take in respect of an Extraordinary ETI Event pursuant to ETI Linked Condition 6.2. Where the action that the Issuer has determined to take is not, for whatever reason, set out in the Extraordinary ETI Event Notice, the action that the Issuer has determined to take shall be set out in a subsequent notice given to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, as soon as reasonably practicable after the Extraordinary ETI Event Notification Date.

For such purposes, an Extraordinary ETI Event shall be considered to be "continuing" if it has not been remedied to the reasonable satisfaction of the Issuer.

The Calculation Agent shall provide Noteholders with an Extraordinary ETI Event Notice as soon as reasonably practicable following the determination of an Extraordinary ETI Event. However, neither the Issuer nor the Calculation Agent shall be responsible for any loss, underperformance or opportunity cost suffered or incurred by any Noteholder or any other person in connection with the Notes as a result of any delay, howsoever arising. If the Calculation Agent gives an Extraordinary ETI Event Notice, the Issuer shall have no obligation to make any payment or delivery in respect of the Notes until the Issuer has determined the action to take pursuant to ETI Linked Condition 6.2 below.

6.2 Following an Extraordinary ETI Event, the Issuer, in its sole and absolute discretion, may take the action described below in (a), (b), (c) or (d).

(a) No Action

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**No Action**", then the Notes shall continue and there shall be no amendment to the Terms and Conditions and/or the applicable Final Terms.

(b) Adjustment

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Adjustment**", then it may:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms to account for the relevant Extraordinary ETI Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the ETI Interests or to the Notes and a change in the Weighting of any remaining ETI Interest(s) not affected by an Extraordinary ETI Event. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the relevant Extraordinary ETI Event made by any options exchange to options on the ETI Interests traded on that options exchange; or
- (ii) following such adjustment to the settlement terms of options on the ETI Interests traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the "**Options Exchange**"), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the ETI Interests are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the relevant Extraordinary ETI Event, that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded.

(c) Substitution

If the Issuer, in its sole and absolute discretion, determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Substitution**", the Calculation Agent shall on or after the relevant Extraordinary ETI Event Effective Date, substitute each ETI Interest (each, an "**Affected ETI Interest**") of each ETI (each, an "**Affected ETI**") which is affected by such Extraordinary ETI Event with an ETI Interest selected by it in accordance with the criteria for ETI Interest selection set out below (each, a "**Substitute ETI Interest**") and the Substitute ETI Interests will be deemed to be an "**ETI Interest**" and the relevant issuer of such Substitute ETI Interest, an "**ETI**" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any,

to any one or more of any Relevant Asset and/or the Entitlement (in each case where the Notes are Physical Delivery Notes) and/or the Weighting and/or any of the other terms of these Terms and Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, provided that in the event that any amount payable under the Notes was to be determined by reference to the Initial Price of the Affected ETI Interest, the Initial Price of each Substitute ETI Interest will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Initial Price} = A \times (B/C)$$

where:

"A" is the Settlement Price of the relevant Substitute ETI Interest on the relevant Exchange on the Substitution Date;

"B" is the Initial Price of the relevant Affected ETI Interest; and

"C" is the Settlement Price of the relevant Affected ETI Interest on the relevant Exchange on the Substitution Date.

Such substitution and the relevant adjustment to the ETI Basket will be deemed to be effective as of the date selected by the Calculation Agent (the "**Substitution Date**") in its sole and absolute discretion and specified in the notice referred to below which may, but need not, be the relevant Extraordinary ETI Event Effective Date.

The Weighting of each Substitute ETI Interest will be equal to the Weighting of the relevant Affected ETI Interest.

In order to be selected as a Substitute ETI Interest, the relevant share/unit/interest must satisfy the following criteria, as determined by the Calculation Agent in its sole and absolute discretion:

- (i) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer (a) in the case of ETI Linked Notes related to a single ETI, and (b) in the case of ETI Linked Notes related to an ETI Basket, the relevant share/unit/interest shall be an ordinary share/unit/interest of the entity or person that in the case of a Merger Event is the continuing entity in respect of the Merger Event or in the case of a Tender Offer is the entity making the Tender Offer provided that (i) the relevant share/unit/interest is not already included in the ETI Basket and (ii) it is or as of the relevant Extraordinary ETI Event Effective Date is promptly scheduled to be, (x) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the relevant Exchange (or, where the relevant Exchange is within the European Union, in any member state of the European Union) and (y) not subject to any currency exchange controls, trading restrictions or other trading limitations; or
- (ii) (a) where the relevant Extraordinary ETI Event is a Merger Event or a Tender Offer and a share/unit/interest would otherwise satisfy the criteria set out in paragraph (i) above, but such share/unit/interest is (in the case of ETI Linked Notes related to an ETI Basket), already included in the ETI Basket, or (b) where the Extraordinary ETI Event is not a Merger Event or a Tender Offer, an alternative exchange traded instrument which, in the determination of the Calculation Agent, has similar characteristics to the relevant ETI, including but not limited to, a comparable listing (which, for the avoidance of doubt, shall not be restricted to a listing on the exchange or quotation system in the same geographic region, investment objectives, investment restrictions and investment processes, underlying asset pools and whose related parties (such as, but not limited to, trustee, general partner, sponsor, advisor, manager, operating company, custodian, prime broker and depository) are acceptable to the Calculation Agent;

(d) Termination

If the Issuer determines that the action to be taken in respect of the Extraordinary ETI Event is to be "**Termination**", on giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be (which such notice may be included in the Extraordinary ETI Event Notice in respect of the relevant Extraordinary ETI Event and will specify the Termination Date), all but not some only of the outstanding ETI Linked Notes shall be redeemed by payment of the Termination Amount on the Termination Date. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

(e) General

In determining to take a particular action as a result of an Extraordinary ETI Event, the Issuer is under no duty to consider the interests of Noteholders or any other person. In making any determination as to which action to take following the occurrence of an Extraordinary ETI Event, neither the Issuer nor the Calculation Agent shall be responsible for any loss (including any liability in respect of interest), underperformance or opportunity cost suffered or incurred by Noteholders or any other person in connection with the Notes as a result thereof, howsoever arising including as a result of any delay in making any payment or delivery in respect of the Notes.

(f) Correction of ETI Interest Price

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment or delivery under the Notes, if the price of the relevant ETI Interest published on a given day and used or to be used by the Calculation Agent to make any determination under the Notes is subsequently corrected and the correction is published by the relevant price source within the number of days equal to the ETI Interest Correction Period of the original publication, the price to be used shall be the price of the relevant ETI Interest as so corrected. Corrections published after the day which is three Exchange Business Days prior to a due date for payment or delivery under the Notes will be disregarded by the Calculation Agent for the purposes of determining the relevant amount.

(g) Calculations and Determinations

The Calculation Agent and/or the Issuer, as applicable, will make the calculations and determinations as described in the ETI Linked Conditions in such a manner as the Calculation Agent and/or the Issuer, as the case may be, determines to be appropriate acting in good faith and in a commercially reasonable manner having regard in each case to the criteria stipulated in the ETI Linked Conditions, the hedging arrangements in respect of the Notes and the nature of the relevant ETI and related ETI Interests.

**7. Knock-in Event and Knock-out Event:**

- 7.1 If "Knock-in Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event, shall be conditional upon the occurrence of such Knock-in Event.
- 7.2 If "Knock-out Event" is specified as applicable in the applicable Final Terms, then any payment and/or delivery, as applicable under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.



7.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if on any Knock-in Determination Day or Knock-out Determination Day at any time during the one hour period that begins or ends at the Valuation Time the price of the ETI Interest triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of the ETI Interest as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".

7.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins or ends at the time on which the price of the ETI Interest triggers the Knock-in Price or the Knock-out Price, a Trading Disruption, Exchange Disruption or Early Closure occurs or exists, then, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred, provided that if, by operation of this provision, no Knock-in Determination Day or Knock-out Determination Day would occur in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period Ending Date or Knock-out Period Ending Date shall be treated as a Valuation Date and the Calculation Agent shall determine the price of the ETI Interest as at the Knock-in Valuation Time or Knock-out Valuation Time in accordance with the provisions contained in the definition of "Valuation Date".

7.5 Definitions relating to Knock-in Event/Knock-out Event

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period;

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date;

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
  - (i) (in the case of a single ETI Interest) that the price of the ETI Interest determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; or
  - (ii) (in the case of an ETI Basket) that the amount determined by the Calculation Agent equal to the sum of the values of each ETI Interest as the product of (x) the price of such ETI Interest as determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-in Price as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms;

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the

applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-in Price"** means the price, level, number or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in ETI Linked Condition 2 (Market Disruption);

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time;

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;

**"Knock-out Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period;

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date;

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,
  - (i) (in the case of a single ETI Interest) that the price of the ETI Interest determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is; or
  - (ii) (in the case of an ETI Basket) that the amount determined by the Calculation Agent equal to the sum of the values of each ETI Interest as the product of (x) the price of such ETI Interest as determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Price as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms;

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day;

**"Knock-out Price"** means the price, level, amount or percentage specified as such in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in ETI Linked Condition 2 (Market Disruption); and

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or, in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time; and

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 8. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

Definitions relating to Automatic Early Redemption

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms, or if such date is not a Business Day, the immediately succeeding Business Day, provided that no additional amount shall be payable to Noteholders as a result of such delay.

**"Automatic Early Redemption Event"** means:

- (a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or
- (b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms, (i) in the case of a single ETI Interest, that the ETI Price or (ii) in the case of an ETI Basket, that the Basket Price is, (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Automatic Early Redemption Price as specified in the applicable Final Terms.

**"Automatic Early Redemption Price"** means the price, level, number or percentage specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Date"** means each date as specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the corresponding provisions in the definition of "Valuation Date" shall apply *mutatis mutandis* as if references in such provisions to "Valuation Date" were to "Automatic Early Redemption Valuation Date".

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Basket Price"** means, in respect of any Automatic Early Redemption Valuation Date, an amount determined by the Calculation Agent equal to the sum of the values for each ETI Interest as the product of (i) the ETI Price in respect of such ETI Interest on such Automatic Early Redemption Valuation Date and (ii) the relevant Weighting.

**"ETI Price"** means, in respect of any Automatic Early Redemption Valuation Date, the price per ETI Interest as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on the relevant Exchange on such Automatic Early Redemption Valuation Date.

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## ANNEX 9

### ADDITIONAL TERMS AND CONDITIONS FOR FOREIGN EXCHANGE (FX) RATE LINKED NOTES

The terms and conditions applicable to Foreign Exchange (FX) Rate Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified as applicable in the applicable Final Terms (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Foreign Exchange (FX) Rate Linked Note Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Foreign Exchange (FX) Rate Linked Note Conditions, the Foreign Exchange (FX) Rate Linked Note Conditions shall prevail.

#### 1. Disruption Events

Unless otherwise stated in the applicable Final Terms the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a Disruption Event:

- (a) Price Source Disruption;
- (b) Illiquidity Disruption;
- (c) Dual Exchange Rate;
- (d) any other event that, in the opinion of the Calculation Agent, is analogous to (a), (b) or (c); or
- (e) any other event specified in the applicable Final Terms.

The Calculation Agent shall give notice as soon as practicable to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, of the occurrence of a Disrupted Day on any day that but for the occurrence of the Disrupted Day would have been an Averaging Date, Settlement Price Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be.

#### 2. Consequences of a Disruption Event

Upon a Disruption Event occurring or continuing on an Averaging Date or any Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published by the Price Source) as determined by the Calculation Agent, the Calculation Agent shall, in its sole and absolute discretion:

- (a) apply the applicable Disruption Fallback in determining the consequences of the Disruption Event.

**"Disruption Fallback"** means a source or method that may give rise to an alternative basis for determining the Settlement Price in respect of a Base Currency, Subject Currency and/or Subject Currencies when a Disruption Event occurs or exists on a day that is an Averaging Date or a Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the Price Source). The Calculation Agent shall take the relevant actions specified in either (i), (ii) or (iii) below.

- (i) if an Averaging Date or any Settlement Price Date is a Disrupted Day, the Calculation Agent will determine that the relevant Averaging Date or Settlement Price Date, as the case may be, shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day (in the case of any Settlement Price Date) or Valid Date (in the case of an Averaging Date or Settlement Price Date that is not the Strike Date) unless each of the number of consecutive Scheduled Trading Days equal to the Specified Maximum Days of Disruption immediately following the originally scheduled Averaging Date or Settlement Price Date, as the case may be, is a Disrupted Day in which case the Calculation Agent may determine that the last such consecutive Scheduled Trading Day shall be deemed to be the Averaging

Date or Settlement Price Date, as the case may be (irrespective, in the case of an Averaging Date or Settlement Price Date, of whether that last consecutive Scheduled Trading Day is already an Averaging Date or Settlement Price Date, as the case may be) and may determine the Settlement Price by using commercially reasonable efforts to determine a level for the Base Currency, Subject Currency and/or Subject Currencies as of the Valuation Time on the last such consecutive Scheduled Trading Day taking into consideration all available information that in good faith it deems relevant; or

- (ii) if an Averaging Date or any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being not applicable in the applicable Final Terms, on giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of such Note, less the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be; or
  - (iii) if an Averaging Date or any Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, if Delayed Redemption on the Occurrence of a Disruption Event is specified as being applicable in the applicable Final Terms, the Calculation Agent shall calculate the fair market value of each Note less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the "**Calculated Foreign Exchange (FX) Disruption Amount**") as soon as practicable following the occurrence of the Disruption Event (the "**Calculated Foreign Exchange (FX) Disruption Amount Determination Date**") and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated Foreign Exchange (FX) Disruption Amount plus interest accrued from and including the Calculated Foreign Exchange (FX) Disruption Amount Determination Date to but excluding the Maturity Date at a rate equal to the Issuer's funding cost at such time or (y) if Principal Protected Termination Amount is specified as being applicable in the applicable Final Terms and if greater, its nominal amount; and/or
- (b) notwithstanding any provisions in the Conditions to the contrary, postpone any payment date related to such Averaging Date or Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be provided or announced by the Price Source), as the case may be (including, if applicable, the Maturity Date) until the Business Day following the date on which a Disruption Event is no longer subsisting and no interest or other amount shall be paid by the Issuer in respect of such postponement.

### 3. Settlement Price

"**Settlement Price**" means, in respect of a Subject Currency and a Settlement Price Date and subject as referred to in Foreign Exchange (FX) Rate Linked Notes Condition 2 above an amount equal to the spot rate of exchange appearing on the Relevant Screen Page at the Valuation Time on such Settlement Price Date, or for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Subject Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic mean (rounded, if necessary, to four decimal places (with 0.00005

being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Subject Currency/Base Currency exchange rates (expressed as aforesaid) at the Valuation Time on the relevant Settlement Price Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent), Provided That if the relevant rate of exchange is derived from two or more rates of exchange, the Settlement Price shall be calculated by the Calculation Agent as provided above acting in good faith and in a commercially reasonable manner on the basis of each such rate of exchange.

#### **4. Knock-in Event and Knock-out Event**

- 4.1 If "Knock-in Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.
- 4.2 If "Knock-out Event" is specified as applicable in the Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event, shall be conditional upon the occurrence of such Knock-out Event.
- 4.3 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if a Disruption Event has occurred on any Knock-in Determination Day or Knock-out Determination Day, then, unless Disruption Consequences are specified in the applicable Final Terms as not applicable, such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.
- 4.4 If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours for the Base Currency, Subject Currency and/or Subject Currencies and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one-hour period that begins or ends at the time on which the Subject Currency or Subject Currencies trigger the Knock-in Level or the Knock-out Level, a Disruption Event occurs or exists, then, unless Disruption Consequences are specified in the applicable Final Terms as not applicable, the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.
- 4.5 Definitions relating to Knock-in Event/Knock-out Event.

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms, (A) in the case of a single Subject Currency, that the value of the Subject Currency determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is and (B) in the case of a basket of Subject Currencies, that the amount determined by the Calculation Agent equal to the sum of the values of each Subject Currency as the product of (x) the value of such Subject Currency as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (I) "greater than", "greater than or equal to", "less than" or "less than or equal to" the Knock-in Level, or (II) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

**"Knock-in Level"** means the FX Knock-in Level or the price, level, amount, percentage or value specified as such or otherwise determined in the applicable Final Terms, subject to

adjustment in accordance with the provisions set forth in Foreign Exchange (FX) Rate Linked Condition 1 and Foreign Exchange (FX) Rate Linked Condition 2.

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-in Range Level"** means the range of levels specified as such or otherwise determined in the applicable Final Terms.

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

**"Knock-out Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,

(A) in the case of a single Subject Currency, that the value of the Subject Currency determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is or (B) in the case of a basket of Subject Currencies, that the amount determined by the Calculation Agent equal to the sum of the values of each Subject Currency as the product of (x) the value of such Subject Currency as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms.

**"Knock-out Level"** means the FX Knock-out Level or the price, level, amount, percentage or value specified as such in the applicable Final Terms, subject to adjustment in accordance with Foreign Exchange (FX) Linked Rate Condition 1 and Foreign Exchange (FX) Rate Linked Condition 2.

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 5. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

### Definitions

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

**"Automatic Early Redemption Date"** means each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

**"Automatic Early Redemption Event"** means:

- (a) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is; or
- (b) if SPS AER Valuation is specified as not applicable in the applicable Final Terms, (i) in case of a single Subject Currency that the value of the Subject Currency determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time on any Automatic Early Redemption Valuation Date is, and (ii) in the case of a Basket of Subject Currencies, the amount determined by the Calculation Agent equal to the sum of the values for each Subject Currency as the product of (x) the value of such Subject Currency as determined by the Calculation Agent as of the Automatic Early Redemption Valuation Time and (y) the relevant Weighting is,

in each case (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level as specified in the Final Terms.

**"Automatic Early Redemption Level"** means the value, price, level or percentage specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or if that is not a Scheduled Trading Day, the next following Scheduled Trading Day unless in the opinion of the Calculation Agent a Disruption Event occurs on that day. If a Disruption Event occurs on that day then the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply *mutatis mutandis* as if references in such provisions to "Settlement Price Date" were to "Automatic Early Redemption Valuation Date".

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.



"SPS AER Value" means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 6. **Consequences of an Additional Disruption Event and/or an Optional Additional Disruption Event**

If the Calculation Agent determines that an Additional Disruption Event and/or an Optional Additional Disruption Event has occurred, the Issuer may redeem the Notes by giving notice to Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note taking into account the Additional Disruption Event and/or the Optional Additional Disruption Event, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 12 of the Terms and Conditions of the English Law Notes or General Condition 11 of the Terms and Conditions of the French Law Notes, as the case may be.

"**Additional Disruption Event**" means each of Change in Law and Hedging Disruption.

"**Change in Law**" means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or financial authority), or the combined effect thereof if occurring more than once, the Issuer determines in its sole and absolute discretion that:

- (a) it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes; or
- (b) it or any of its Affiliates would incur a materially increased cost (including, without limitation, in respect of any tax, solvency or capital requirements) in maintaining the Notes in issue or in holding, acquiring or disposing of any relevant hedge positions of the Notes;

"**Hedging Disruption**" means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or any futures or options contract(s) it deems necessary to hedge the equity price risk and any other relevant price risk including but not limited to the currency risk of the Issuer issuing and performing its obligations with respect to the Notes, or (B) freely realise, recover, remit, receive, repatriate or transfer the proceeds of any such transaction(s) or asset(s) or any futures or options contract(s) or any relevant hedge positions relating to the Notes.

"**Increased Cost of Hedging**" means that the Issuer and/or any of its respective Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its respective Affiliates shall not be deemed an Increased Cost of Hedging.

"**Optional Additional Disruption Event**" means Increased Cost of Hedging, if specified in the applicable Final Terms.

## 7. Definitions

**"Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply.

**"Dual Exchange Rate"** means that any of the Base Currency, Subject Currency and/or Subject Currencies, splits into dual or multiple currency exchange rates.

**"Disrupted Day"** means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event has occurred.

**"FX Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of the Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply;

**"FX Digital Level"** means:

- (a) if FX Digital Average Value is specified as applicable in the applicable Final Terms, the arithmetic average of the Settlement Prices for all the FX Averaging Dates;
- (b) if Single Resettable Level is specified as applicable in the applicable Final Terms, the Settlement Price on the FX Digital Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Level is specified as applicable in the applicable Final Terms, in respect of a Resettable Period, the Settlement Price on the FX Digital Observation Date specified for such Resettable Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"FX Knock-in Level"** means:

- (a) if Knock-in Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-in Averaging Dates;
- (b) if Single Resettable Knock-in is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-in Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment; or
- (c) if Multiple Resettable Knock-in is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-in Period, the Settlement Price on the Knock-in Observation Date specified for such Resettable Knock-in Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"FX Digital Observation Date"** means each date specified as such in the applicable Final Terms;

**"FX Knock-out Level"** means:

- (a) if Knock-out Average Value is specified as applicable in the applicable Final Terms the arithmetic average of the Settlement Prices for all the Knock-out Averaging Dates;
- (b) if Single Resettable Knock-out is specified as applicable in the applicable Final Terms, the Settlement Price on the Knock-out Observation Date plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;
- (c) if Multiple Resettable Knock-out is specified as applicable in the applicable Final Terms, in respect of a Resettable Knock-out Period, the Settlement Price on the Knock-out Observation Date specified for such Resettable Knock-out Period plus or minus, as indicated in the applicable Final Terms, the Resettable Adjustment;

**"Illiquidity Disruption"** means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the

Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge its obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date or any Settlement Price Date (or, if different, the day on which rates for such Averaging Date or Settlement Price Date would, in the ordinary course, be published or announced by the relevant price source).

**"Knock-in Averaging Date"** means the dates specified as such in the applicable Final Terms or, if any such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply;

**"Price Source"** means the published source, information vendor or provider containing or reporting the rate or rates from which the Settlement Price is calculated as specified in the applicable Final Terms.

**"Price Source Disruption"** means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated.

**"Scheduled Trading Day"** means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the principal financial centres of the Base Currency and Subject Currency or Subject Currencies.

**"Settlement Price Date"** means the Strike Date, Observation Date or Valuation Date, as the case may be.

**"Specified Maximum Days of Disruption"** means the number of days specified in the applicable Final Terms, or if not so specified, 5 Scheduled Trading Days.

**"Strike Date"** means the Strike Date specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply.

**"Strike Day"** means each date specified as such in the applicable Final Terms and, if Averaging Date Consequences are specified as applicable in the applicable Final Terms, the provisions contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Strike Day".

**"Strike Period"** means the period specified as such in the applicable Final Terms.

**"Valuation Date"** means any Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day, in which case the provisions of Foreign Exchange (FX) Rate Linked Note Condition 2 (Consequences of a Disruption Event) shall apply.

**"Valuation Time"** means, unless otherwise specified in the applicable Final Terms, the time at which the Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.

**"Valid Date"** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

## ANNEX 10

### ADDITIONAL TERMS AND CONDITIONS FOR UNDERLYING INTEREST RATE LINKED NOTES

The terms and conditions applicable to Interest Rate Linked Notes shall comprise the Terms and Conditions of the English Law Notes or the Terms and Conditions of the French Law Notes, as specified in the applicable Final Terms (the "**General Conditions**") and the additional Terms and Conditions set out below (the "**Underlying Interest Rate Linked Conditions**"), in each case subject to completion in the applicable Final Terms. In the event of any inconsistency between the General Conditions and the Interest Rate Linked Conditions, the Underlying Interest Rate Linked Conditions shall prevail.

#### 1. Underlying Interest Rate Determination

In respect of each Underlying Interest Determination Date specified in the applicable Final Terms, the Underlying Interest Rate will be determined in the manner specified in the applicable Final Terms.

#### 2. ISDA Determination

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will be the relevant Underlying ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any) specified in the applicable Final Terms. For the purposes of these Underlying Interest Rate Linked Conditions, "**Underlying ISDA Rate**" means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent (as defined in the ISDA Definitions) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the "**ISDA Definitions**") and under which:

- (a) the Floating Rate Option is as specified in the applicable Final Terms;
- (b) the Designated Maturity is a period specified in the applicable Final Terms; and
- (c) the relevant Reset Date is as specified in the applicable Final Terms.

For the purposes of these Interest Rate Linked Conditions, "**Floating Rate**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

#### 3. Screen Rate Determination

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Interest Rate is to be determined, the Underlying Reference Rate will, subject as provided below, be either:

- (a) the offered quotation; or
- (b) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Underlying Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at the Specified Time indicated in the applicable Final Terms (which will be 11.00 a.m., London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Underlying Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Underlying Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (a) above, no such offered quotation appears or, in the case of (b) above, fewer than three such offered quotations appear, in each case as at the Specified Time indicated above or in the applicable Final Terms, the Calculation Agent will determine the Underlying Reference Rate as the rate it determines would have prevailed but for such non-availability or other event acting in good faith and using its reasonable judgment.

#### 4. **Determination of Underlying Interest Rate**

The Calculation Agent will, on or as soon as practicable after each date on which the Underlying Interest Rate is to be determined (the "**Underlying Interest Determination Date**"), determine the Underlying Reference Rate (subject to any Minimum Underlying Reference Rate or Maximum Underlying Reference Rate specified in the applicable Final Terms). The Calculation Agent will notify the Principal Paying Agent of the Underlying Reference Rate as soon as practicable after calculating the same.

#### 5. **Minimum and/or Maximum Underlying Reference Rate**

If the applicable Final Terms specifies a Minimum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Interest Rate Linked Conditions 2 or 3 above (as appropriate) is less than such Minimum Underlying Reference Rate, the Underlying Reference Rate shall be such Minimum Underlying Reference Rate.

If the applicable Final Terms specifies a Maximum Underlying Reference Rate, then, in the event that the Underlying Reference Rate determined in accordance with the provisions of Interest Rate Linked Conditions 2 or 3 above (as appropriate) is greater than such Maximum Underlying Reference Rate, the Underlying Reference Rate shall be such Maximum Underlying Reference Rate.

#### 6. **Knock-in Event and Knock-out Event**

6.1 If "**Knock-in Event**" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

6.2 If "**Knock-out Event**" is specified as applicable in the applicable Final Terms, then any payment under the relevant Notes which is expressed in the Conditions to be subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

6.3 Definitions relating to Knock-in Event/Knock-out Event

**"Knock-in Determination Day"** means the date(s) specified as such in the applicable Final Terms, or each Business Day during the Knock-in Determination Period.

**"Knock-in Determination Period"** means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

**"Knock-in Event"** means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Underlying Interest Rate, that the Underlying Reference Rate determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; and
  - (ii) in respect of a Basket of Underlying Interest Rates, that the amount determined by the Calculation Agent equal to the sum of the values calculated for each Underlying Interest Rate as the product of (x) the Underlying Reference Rate as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (A)(a) "greater than", (b) "greater than or equal to", (c) "less than" or (d) "less than or equal to" the Knock-in Level; or (B) "within" the Knock-in Range Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Date or (y) in respect of a Knock-in Determination Period, as specified in the applicable Final Terms.

**"Knock-in Level"** means the level, amount, price or percentage specified as such in the applicable Final Terms.

**"Knock-in Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

**"Knock-in Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

**"Knock-in Range Level"** means the level specified as such or otherwise determined in the applicable Final Terms.

**"Knock-in Valuation Time"** means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms.

**"Knock-in Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

**"Knock-out Determination Day"** means the date(s) as specified in the applicable Final Terms, or each Business Day during the Knock-out Determination Period.

**"Knock-out Determination Period"** means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

**"Knock-out Event"** means:

- (a) if SPS Knock-out Valuation is specified as applicable in the applicable Final Terms, the Knock-out Value is; or
- (b) if SPS Knock-out Valuation is specified as not applicable in the applicable Final Terms,
  - (i) in respect of a single Underlying Interest Rate, that the Underlying Interest Rate determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is; and
  - (ii) in respect of a Basket of Underlying Interest Rates, that the amount determined by the Calculation Agent equal to the sum of the values for each Underlying Interest Rate as the product of (x) such Underlying Interest Rate as of the Knock-out Valuation Time on any Knock-out Determination Day and (y) the relevant Weighting is,

in each case (A) "greater than", (B) "greater than or equal to", (C) "less than" or (D) "less than or equal to" the Knock-out Level as specified in the applicable Final Terms (x) on a Knock-out Determination Day or (y) in respect of a Knock-out Determination Period, as specified in the applicable Final Terms.

**"Knock-out Level"** means the level, amount, price or percentage specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of Underlying Interest Rate Linked Condition 1 and Underlying Interest Rate Linked Condition 2 above.

**"Knock-out Period Beginning Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

**"Knock-out Period Ending Date"** means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Convention is specified as applicable in the applicable Final Terms and such date is not a Business Day, the next following Business Day.

**"Knock-out Valuation Time"** means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms.

**"Knock-out Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

## 7. Automatic Early Redemption Event

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if (i) on any Automatic Early Redemption Valuation Date or (ii) in respect of an Automatic Early Redemption Valuation Period, as specified in the applicable Final Terms, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date at an amount equal to the relevant Automatic Early Redemption Amount.

### Definitions

**"Automatic Early Redemption Amount"** means, in respect of each nominal amount of Notes equal to the Calculation Amount, an amount equal to the Automatic Early Redemption Payout set out in the applicable Final Terms or if not set out, an amount equal to the product of (i) the Calculation Amount and (ii) the relevant AER Rate relating to that Automatic Early Redemption Date. If the product of the Automatic Early Redemption Payout is zero, no amount shall be payable on redemption of the Note pursuant to this Condition.

**"Automatic Early Redemption Date"** means (i) if Target Automatic Early Redemption, FI Underlying Automatic Early Redemption or FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, the Interest Payment Date immediately following the Automatic Early Redemption Valuation Date on which an Automatic Early Redemption Event occurs, or, otherwise, (ii) each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

**"Automatic Early Redemption Event"** means:

- (a) if Target Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Cumulative Coupon is equal to or greater than the Automatic Early Redemption Percentage;
- (b) if FI Underlying Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the Underlying Reference Level is (i) equal to or greater than the Automatic Early Redemption Percentage Down and (ii) less than or equal to the Automatic Early Redemption Percentage Up;
- (c) if FI Coupon Automatic Early Redemption is specified as applicable in the applicable Final Terms, that the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case in respect of the Current Interest Period is equal to or greater than the Automatic Early Redemption Percentage; or
- (d) if Standard Automatic Early Redemption is specified as applicable in the applicable Final Terms, that (i) if SPS AER Valuation is specified as applicable in the applicable Final Terms, the SPS AER Value is, or (ii) if SPS AER Valuation is specified as not applicable in the applicable Final Terms (A) in the case of a single Underlying Reference, the Underlying Reference Level or (B) in the case of a Basket of Underlying References, the Basket Price is, (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms;

**"Automatic Early Redemption Level"** means the amount, price, percentage or level specified as such in the applicable Final Terms.

**"Automatic Early Redemption Percentage"** means the percentage specified as such in the applicable Final Terms;

**"Automatic Early Redemption Percentage Down"** means the percentage specified as such in the applicable Final Terms;

**"Automatic Early Redemption Percentage Up"** means the percentage specified as such in the applicable Final Terms;

**"Automatic Early Redemption Valuation Date"** means each date specified as such in the applicable Final Terms or, if such date is not a Business Day, the next following Business Day.

**"Automatic Early Redemption Valuation Period"** means the period specified as such in the applicable Final Terms.

**"Automatic Early Redemption Valuation Time"** has the meaning given it in the applicable Final Terms.

**"Cumulative Coupon"** means, in respect of an Automatic Early Redemption Valuation Date, (a) the sum of the values calculated for each Interest Period preceding the Current Interest Period as the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case for such Interest Period plus (b) the product of (i) the Rate of Interest and (ii) the Day Count Fraction, in each case for the Current Interest Period;

**"Current Interest Period"** means, in respect of an Automatic Early Redemption Valuation Date, the Interest Period during which such Automatic Early Redemption Valuation Date falls;

**"SPS AER Value"** means the value from Payout Condition 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms.

#### **8. Automatic Early Redemption Event Accrual**

Notwithstanding General Condition 3(f) (in the case of English Law Notes) or General Condition 3(e) (in the case of French Law Notes), if FI Underlying Automatic Early Redemption and Accrual to Automatic Early Redemption are specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs on an Automatic Early Redemption Valuation Date, interest will cease to accrue on such Automatic Early Redemption Valuation Date.

#### **9. Definitions**

**"Strike Day"** means each date specified as such in the applicable Final Terms;

**"Strike Date"** means the date specified as such in the applicable Final Terms; and

**"Strike Period"** means the period specified as such in the applicable Final Terms.



### **USE OF PROCEEDS**

The net proceeds from each issue of Notes by BNPP will be applied for the general financing purposes of BNPP. Such proceeds may be used to maintain positions in options or futures contracts or other hedging instruments.

## DESCRIPTION OF BNPP INDICES

**In any case and for all the indices the following part shall be included:**

The objective of each Index comprised in a Family Index is to provide synthetic exposure to the performance as the case may be appropriate of a notional basket of Equity, Fund Shares, FX, Bond Rate, Money Market Rate, Index, Custom Index, Commodity, ETI or other Index component types (the "**Index Components Types**") in accordance with the objective of the Index comprised in the category of indices as described below.

The following indices shall be Excess Return/Total Return, Price Return or Cash Less ("**Cash Kind**"). As a consequence, if the Index is an "Excess Return" index, the level of the index will reflect the performance of the strategy of the index above an applicable money market rate. If the Index is a "Total Return" index, the level of the index will reflect a value assuming reinvestment of all or a part of dividends and distributions (as the case may be declared or/paid by underlying index components). If the Index is a "Price Return" index, the level of the index will reflect a value assuming no reinvestment of dividends or distributions (declared/paid by underlying index components). At last, if the Index is a "Cashless" index as it is constituted of components that require little or no cash to hedge in order to obtain the economic exposure and risk required by the index strategy, the level of the index will not take into account money market interest that would be ordinarily be payable when hedging the performance of an index which would require a cash investment equal to the value of the Index.

If any Index component (the "**Index Component**") of an Index ceases to exist or is, or would be, subject to an adjustment pursuant to the provisions of the Index rules in respect of that Index Component, the Index Calculation Agent may acting in good faith and in a commercially reasonable manner (a) effect no change to the Index, (b) adjust the Index as it deems appropriate including, but not limited to, replacing such Index Component with a replacement Index Component or the Index Calculation Agent and the Index Sponsor may continue to calculate and publish (as applicable) the Index without such Index Component or any replacement therefore, subject to the BNP Paribas Index proprietary methodology (the "**Index Methodology**"), or (c) terminate the Index. The aim of the Index Calculation Agent when making any such operational adjustments is to ensure that, so far as possible, the basic principles and economic effect of the Index are maintained.

Following the Index Start Date, the Index Calculation Agent shall review the composition of the Index and the Index weightings of the Index Components within the Index on an ongoing basis and in accordance with the Index Methodology comprised into the Index rules (the "**Rules**") governing the Index.

1. **GURU Indices**
2. **Thematic Mutual Fund Indices**
3. **Thematic Equity Indices**
4. **Fixed Exposure Indices**
5. **Risk Control Indices**
6. **Millenium Indices**
7. **Platinum Indices**
8. **Harbour Indices**
9. **Flexinvest Indices**
10. **Volatility Indices**
11. **Buy Write Indices**
12. **Alternative Strategy Indices**
13. **Optimiser Indices**
14. **Liberty Indices**
15. **Alternative Synthetic Tracker Indices**

## 16. Daily Weekly Indices

## 17. Commodity Index

### 1. GURU Indices

The objective of each Index is to provide a positive exposure ("**Long**") or positive and negative exposure ("**Long /Short**") to the performance of a notional basket of 'Equity' Index Components, that track the price movements of shares of companies selected through a BNP Paribas proprietary methodology. Index Components are selected following a process based on a profitability of the business model, perspectives and valuation. In addition a scoring method allows for the concatenation of the results, so that each Index Component gets a final 'composite' grade. A final screening, based on the mentioned grade, is then performed to rank the Index Component in each Universe. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets. GURU indices are reviewed on a monthly basis, according to a 2-step process: a few days before or after the end of each calendar month, the Reference Share Universe is reviewed and the selection algorithm is run. This corresponds to step 1, at the end of which the Reference Shares selected for inclusion to the Index are identified. A few days later, as a second step, the reshuffle is implemented in the market.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Long or Long /Short	Cash Kind	Universe	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code	Calculation Agent
BNP Paribas GURU Europe Long TR EUR	EUR	Long	TR	Europe	70%	100%	32%	BNPGELTR	Structured Solutions
BNP Paribas GURU Europe Long ER 10 EUR	EUR	Long	ER	Europe	0%	150%	10%	BNPGEL10	-
BNP Paribas GURU Europe Long ER 15 EUR	EUR	Long	ER	Europe	0%	150%	15%	BNPGEL15	-
BNP Paribas GURU Europe Long/Short TR EUR	EUR	Long/Short	TR	Europe	0%	100%	10%	BNPGELST	Structured Solutions
BNP Paribas GURU Europe Long/Short ER EUR	EUR	Long/Short	ER	Europe	0%	100%	10%	BNPGELSE	Structured Solutions
BNP Paribas GURU US Long TR USD	USD	Long	TR	US	70%	100%	32%	BNPGULTR	Structured Solutions
BNP Paribas GURU US Long ER 10 USD	USD	Long	ER	US	0%	150%	10%	BNPGUL10	-
BNP Paribas GURU US Long ER 15 USD	USD	Long	ER	US	0%	150%	15%	BNPGUL15	-
BNP Paribas	USD	Long/Sh	TR	US	0%	100%	10%	BNPGULST	Structured

Index Name	Currency	Long or Long /Short	Cash Kind	Universe	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code	Calculation Agent
GURU US Long/Short TR USD		ort							Solutions
BNP Paribas GURU US Long/Short ER USD	USD	Long/Short	ER	US	0%	100%	10%	BNPGULSE	Structured Solutions
BNP Paribas GURU Asia ex Jp Long TR USD	USD	Long	TR	Asia	70%	100%	32%	BNPGALTR	Structured Solutions
BNP Paribas GURU Asia ex Jp ex India Long ER 15 USD	USD	Long	ER	Asia	0%	100%	15%	BNPIGA15	-
BNP Paribas GURU Asia ex Jp ex India Long ER 20 USD	USD	Long	ER	Asia	0%	100%	20%	BNPIGA20	-
BNP Paribas GURU Global Emerging Long TR USD	USD	Long	TR	Emerging Markets	70%	100%	32%	BNPIGEMT	Structured Solutions
BNP Paribas GURU Global Emerging Long ER 18 USD	USD	Long	ER	Emerging Markets	0%	100%	18%	BNPIGE18	-
BNP Paribas GURU World Developed Long TR USD	USD	Long	TR	World Developed	70%	100%	32%	BNPIGWDT	Structured Solutions
BNP Paribas GURU World Developed Long ER 10 USD	USD	Long	ER	World Developed	0%	100%	10%	BNPIGD10	-
BNP Paribas GURU World Developed Long ER 15 USD	USD	Long	ER	World Developed	0%	100%	15%	BNPIGD15	-
BNP Paribas GURU All Country Long TR USD	USD	Long	TR	Worldwide	70%	100%	32%	BNPIGWAT	Structured Solutions
BNP Paribas GURU All Country Long ER 10 USD	USD	Long	ER	Worldwide	0%	100%	10%	BNPIGW10	-
BNP Paribas GURU All Country Long ER 15 USD	USD	Long	ER	Worldwide	0%	100%	15%	BNPIGW15	-
GURU Asia x Japan IG L/S volcap 8 fx hedged JPY TR Index TR	JPY	Long/Short	TR	Asia	0%	100%	8%	BNPIALSY	-
BNP Paribas Global Deep Value Vol Cap 15 USD Index ER	USD	Long	ER	Worldwide	0%	100%	15%	BNPIDV15	-
BNP Paribas Global Deep Value Vol Cap 10 USD Index ER	USD	Long	ER	Worldwide	0%	100%	10%	BNPIDV10	-
BNP Paribas Conviction Action Monde ER	EUR	Long	ER	Worldwide	0%	100%	10%	BNPICAWD	-
BNP Paribas Conviction Action Europe ER	EUR	Long	ER	Europe	0%	100%	10%	BNPICAEU	-

Index Name	Currency	Long or Long /Short	Cash Kind	Universe	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code	Calculation Agent
BNP Paribas GURU All Country volcap 10 ER EUR ER	EUR	Long	ER	Worldwide	0%	100%	10%	BNPIGWEE	-
GURU L/S volcap 7 TR EUR	EUR	Long/Short	TR	Europe+US	0%	100%	7%	BNPILSTR	Structured Solutions
GURU L/S volcap 7 ER EUR	EUR	Long/short	ER	Europe+US	0%	100%	7%	BNPILSER	Structured Solutions
GURU L/S volcap7 ER USD	USD	Long/short	ER	Europe+US	0%	100%	7%	BNPI50EU	-
GURU L/S volcap7 TR USD	USD	Long/Short	TR	Europe+US	0%	100%	7%	BNPI50TU	-
GURU L/S volcap 7 ER HUF ER	HUF	Long/Short	ER	Europe+US	0%	100%	7%	BNPILSEH	-
BNPP GURU Europe isovol 15 ER Net	EUR	Long	ER	Europe	0%	150%	15%	BNPIGE15	-
BNPP GURU Europe isovol 10 ER Net	EUR	Long	ER	Europe	0%	150%	10%	BNPIGE10	-
BNPP GURU US isovol 15 ER Net	EUR	Long	ER	US	0%	150%	15%	BNPIGU15	-
BNPP GURU US isovol 10 ER Net	EUR	Long	ER	US	0%	150%	10%	BNPIGU10	-
BNP Paribas GURU Asia ex Jp Investment Grade Long TR USD	EUR	Long	ER	Asia	70%	100%	32%	BNPGAIGT	Structured Solutions
BNP Paribas GURU Global Emerging Long ER 15 USD	USD	Long	ER	Emerging Markets	0%	100%	15%	BNPIGM15	-

## 2. Thematic Mutual Fund Indices

The objective of each Index is to provide a long only exposure to the performance of a portfolio of 'Fund Shares' Index Component Types that are exposed to a given investment strategy ("**Thematic**"). The number of Index Components in the Index and the weight of each Index Component can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Volatility Target, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "Index Calculation Agent") and sponsored by BNP Paribas (the "Index Sponsor").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
BNP Paribas Starfonds EUR ER Index ER	EUR	ER	Star managers	0%	150%	5%	BNPISFEU
BNP Paribas Income Star Fund Index EUR ER	EUR	ER	Star managers	0%	15%	4.5%	BNPIICST

Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
BNP Paribas Russia Funds Index USD ER	USD	ER	Russia	0%	150%	18%	BNPIRUUE
BNP Paribas Fond Europe ER	EUR	ER	International Stocks	0%	150%	15%	BNPIFEEE
BNP Paribas Flexible Stars Fund ER	EUR	ER	Flexible Star Managers	0%	150%	5%	BNPIFLST
BNP Paribas Star Absolute Return Funds CNSL Index ER	EUR	ER	Absolute Return	0%	150%	6%	BNPICNSL
BNP Paribas LATAM Equity Funds ER USD Index ER	USD	ER	LATAM	0%	150%	18%	BNPILAEU
BNP Paribas EM Square Index ER	EUR	ER	Emerging Markets	0%	150%	10%	BNPIEME2
BNP Paribas Flexible Star Managers (PLN Hedged) Index ER	PLN	ER	Flexible Star Managers	0%	150%	15%	BNPIFLSM
BNP Paribas Flexible Fund Stars Index (GBP) ER	GBP	ER	Flexible Star Managers	0%	150%	15%	BNPIFLSG
BNP Paribas SLI Enhanced Absolute Return Index EUR TR	EUR	TR	Absolute Return	0%	150%	15%	BNPIGARE
BNP Paribas Emerging Markets Debt & Equity Funds Index USD ER	USD	ER	Emerging Markets	0%	150%	10%	BNPIEMUE
BNP Paribas Emerging Markets Debt & Equity Funds EUR Hedged ER	EUR	ER	Emerging Markets	0%	150%	10%	BNPIEMEE
BNP Paribas Russia Funds Index EUR Hedged ER	EUR	ER	Russia	0%	150%	18%	BNPIRUUE
BNP Paribas Africa Funds Index EUR ER	EUR	ER	Africa	0%	150%	15%	BNPIAFEE
BNP Paribas Africa Funds Square Index ER	EUR	ER	Africa	0%	150%	15%	BNPIAFE2
BNP Paribas High Yielding Bond Fund EUR ER Index ER	EUR	ER	High Yield	0%	150%	5%	BNPIHYBF
BNP Paribas High Yield and Emerging Bond Funds TR	EUR	TR	High Yield	0%	150%	3%	BNPIHYET
BNP Paribas High Yield and Emerging Bond Funds ER	EUR	ER	High Yield	0%	150%	3%	BNPIHYEE
BNP Paribas Global High Yield and Investment Grade Bond Funds USD Index ER	USD	ER	High Yield	0%	150%	3%	BNPIHIUE
BNP Paribas Global High Yield and Investment Grade Bond Funds EUR Index ER	EUR	ER	High Yield	0%	150%	3%	BNPIHIEE
BNP Paribas High Yielding Bond Fund EUR ER Index ER	EUR	ER	High Yield	0%	150%	5%	BNPIHYBF
BNP Paribas CHINDIA Equity Funds EUR ER Index ER	EUR	ER	CHINDIA	0%	150%	18%	BNPICIEE
BNP Paribas Convertible Bonds Funds EUR ER Index ER	EUR	ER	Convertible	0%	150%	18%	BNPICBEE
BNP Paribas LATAM Equity Funds ER EUR Hedged Index ER	EUR	ER	LATAM	0%	150%	5%	BNPILAEU
BNP Paribas CHINDIA Equity Funds USD Hedged ER Index ER	USD	ER	CHINDIA	0%	150%	18%	BNPICIUE
BNP Paribas Convertible Bonds Funds USD Hedged ER Index ER	USD	ER	Convertible	0%	150%	18%	BNPICBUE
BNP Paribas Real Estate Funds USD Hedged Index ER	USD	ER	Real Estate	0%	150%	5%	BNPIREUE

Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
BNP Paribas Real Estate Funds (HUF Hedged) Excess Return Index ER	HUF	ER	Real Estate	0%	150%	10%	BNPIREHE
BNP Paribas ASEAN Core Equity Funds EUR ER Index ER	EUR	ER	ASEAN	0%	150%	15%	BNPIASEE
BNP Paribas Commodities Funds EUR ER Index ER	EUR	ER	Commodities	0%	150%	15%	BNPICOOE
BNP Paribas SLI Enhanced Absolute Return Index GBP TR	GBP	TR	Absolute Return	0%	150%	5%	BNPIGARG
BNP Paribas Gold & Precious Metals Funds EUR ER Index ER	EUR	ER	Commodities	0%	150%	15%	BNPIGPPEE
BNP Paribas North-Asian Equity Funds EUR ER Index ER	EUR	ER	North-Asian	0%	150%	15%	BNPINAAE
BNP Paribas Commodities Equity Funds (USD hedged) ER Index ER	USD	ER	Commodities	0%	150%	15%	BNPICOUe
BNP Paribas Africa Funds Index USD ER	USD	ER	Africa	0%	150%	15%	BNPIAFUE
BNP Paribas Real Estate Funds EUR Index ER	EUR	ER	Real Estate	0%	150%	10%	BNPIREEE
BNP Paribas Index Mutual Fund Guru USD Isovol ER	USD	ER	Mutual Fund	n.a	n.a	n.a	BNPIDTEF
Emergents & Investissement Index ER	EUR	ER	Emerging Markets	0%	150%	15%	BNPIEMIN
BNP Paribas Europe America and Emergent ER	EUR	ER	Europe+US+ Emerging Markets	0%	150%	15%	BNPIEAEM
BNP Paribas Strategic Convictions Index ER	EUR	ER	Convictions	0%	150%	10%	BNPISCEE
Dobrynianikitich Mutual Fund Isovol ER	RUB	ER	Mutual Fund	0%	n.a	25%	BNPIDNRE
BNP Paribas Inflation Funds EUR ER Index ER	EUR	ER	Inflation	0%	150%	4%	BNPINFEE
BNP Paribas Inflation Funds USD Hedged ER Index ER	USD	ER	Inflation	0%	150%	4%	BNPINFUE
BNP Paribas North-Asian Equity Funds USD Hedged ER Index ER	USD	ER	North-Asian	0%	150%	15%	BNPINAUe
BNP Paribas Gold & Precious Metals Funds USD Hedged ER Index ER	USD	ER	Commodity	0%	150%	15%	BNPIGPUE
Dobrynian Index USD ER	USD	ER	Dobrynian funds	0%	n.a	25%	BNPIDNUR
GOVERNMENT BOND FUND INDEX ER	EUR	ER	Government Bond	100%	100%	n.a	BNPIGBTE
BNP Paribas Emerging Market Corporates Debt EUR ER Index ER	EUR	ER	Emerging Markets	0%	150%	4%	BNPIECEe
Indeks Funduszy Rynkow Wschodzacych ER	PLN	ER	Rynkow Wschodzacych funds	0%	150%	8%	ENHAEMPL
Cadiz SA tracker Risk Controlled 15% Index ER	ZAR	ER	South Africa	0%	100%	15%	BNPICSAE
Flexible Fund Stars Index (SEK)	SEK	ER	Flexible Star Managers	0%	150%	5%	ENHAFLST
KRW FX-Hedge on BNPIAFE2	KRW	ER	Africa	0%	150%	15%	ENHASHAF
ABN AMRO Top Fixed	EUR	ER	Global Bonds	0%	150%	4%	ENHAATFE

Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
Income Funds EUR Index							
ABN AMRO Top Fixed Income Funds USD Index	USD	ER	Global Bonds	0%	150%	4%	ENHAATFU
ABN AMRO Top Fixed Income Funds AED Index	AED	ER	Global Bonds	0%	150%	4%	ENHAATFA
BNP Paribas Emerging Markets Local Debt Funds USD Index	USD	ER	Emerging Markets	0%	150%	5.50%	BNPIEMLU
FWR Emerging markets growth opportunities	EUR	TR	Emerging Markets	0%	150%	10%	BNPIEMGO

### 3. Thematic Equity Indices

The objective of each Index is to provide exposure to the performance of a notional basket of 'Equity' Index Components. The Index comprises a basket of a minimum of 5 and a maximum of 50 'Equity' Index Components whose revenues are predominantly linked to a specific thematic. The composition of the Index is reviewed twice a year by the Index Calculation Agent in accordance with the specific Index rules selection criteria. On the same date, the weight of each Index Component in the Index can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology and where applicable upon recommendation from an Index investment advisor (the "**Index Investment Advisor**").

In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the TargetVolatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
BNP Emerging Consumer ER	EUR	ER	Consumer	0%	200%	15%	BNPIECER
Energy Efficiency PR	EUR	PR	Energy Efficiency	100%	100%	n.a.	BNPIEPR
Emerging Infrastructure PR	EUR	PR	Infrastructure	100%	100%	n.a.	BNPIEIPR
Ethibel ER	EUR	ER	Ethibel	0%	200%	15%	BNPIETER
Global Infrastructure PR	EUR	ER	Infrastructure	100%	100%	n.a.	BNPIGIPR
Energy Efficiency ER	EUR	ER	Energy Efficiency	0%	200%	15%	BNPIEER
Emerging Infrastructure ER	EUR	ER	Infrastructure	0%	100%	18%	BNPIEIER
Agribusiness ER	EUR	ER	Agribusiness	0%	200%	15%	BNPIGAER
Agribusiness USD TR	USD	TR	Agribusiness	0%	200%	15%	BNPIGAUI
Grey Gold ER	EUR	ER	Grey Gold	0%	200%	15%	BNPIGGER
Global Infrastructure ER	EUR	ER	Infrastructure	0%	200%	15%	BNPIGIER
Global Waste Management ER	EUR	ER	Waste Management	0%	200%	15%	BNPIGWER
M&A ER	EUR	ER	M&A	0%	200%	SX5E	BNPIMAER



Index Name	Currency	Cash Kind	Thematic	Min Exposure	Max Exposure	Volatility Target	Bloomberg Code
M&A TR	EUR	ER	M&A	100%	100%	n.a	BNPIMATR
Renewable Energy ER	EUR	ER	Renewable Energy	0%	200%	15%	BNPIREER
Global Water ER	EUR	ER	Water	0%	200%	15%	BNPIWAER
Next 11 Core 8 ER	EUR	ER	Emerging Markets	0%	100%	18%	BNPINEER
Renewable Energy USD TR	USD	TR	Renewable Energy	0%	200%	15%	BNPIREUI
BNP Paribas High Div 15 TR Index	EUR	TR	High Dividend	0%	100%	15%	BNPIHDTR
BNPP Global Green Excess Return Index volcap 12% ER	EUR	ER	Green	0%	100%	12%	BNPIGRER
BNP Paribas Winning Business Models Outperformance ER 15% USD Index ER	USD	ER	Winning Business Models	0%	150%	15%	BNPIWBOP
Key Idea ER	EUR	ER	Key Idea	0%	200%	SX5E	BNPIKIER
Key Idea PR	EUR	PR	Key Idea	100%	100%	n.a	BNPIKIPR
M&A PR	EUR	PR	M&A	100%	100%	n.a	BNPIMAPR
BNP Emerging Consumer PR	EUR	PR	Consumer	100%	100%	n.a	BNPIECPR
BNP Paribas High Div 15 ER Index	EUR	ER	High Dividend	0%	100%	15%	BNPIHDER
BNPP Global Green Total Return Index TR	EUR	TR	Green	100%	100%	n.a	BNPIGRTR
BNP Paribas Inflation Equity USD TR	USD	TR	Inflation	100%	100%	n.a	BNPIIEUT
BNP Paribas High Div Naked TR Index	EUR	TR	High Dividend	100%	100%	n.a	BNPIHDNT
CIMB Dynamic Isovol Developed ER	USD	ER	Developed	0%	n.a	10%	CIMDDEV
CIMB Dynamic Isovol Emerging ER	USD	ER	Emerging	0%	100%	10%	CIMDEMGC
CIMB Dynamic Isovol Developing Asia ER	USD	ER	Developing Asia	0%	n.a	10%	CIMDASIA
BNP Paribas High Dividend Yield Japan Equity Long TR	JPY	TR	High Dividend	100%	100%	n.a	BNPIHDJT
BNP Paribas African Consumer EUR TR	EUR	TR	Consumer	100%	100%	n.a	BNPIACTR
BNP Paribas African Consumer Isovol 15 EUR ER	EUR	ER	Consumer	0%	150%	15%	BNPIACER

#### 4. Fixed Exposure Indices

The objective of each Index is to provide a positive exposure ("**Long**") or negative exposure ("**Short**") to the performance of instruments of different kinds ("**Instrument Kind**") that can be a Future Contract ("**Future**") or a Forward ("**Forward**") or an Index ("**Index**") that are linked to a given reference instrument ("**Reference Instrument**"). The objective of the Index Methodology is to give a fixed exposure ("**Exposure**") to the Reference Instrument, through a daily adjustment.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas Eurozone Dividend 15 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2017	200%	BDE15L2T
BNP Paribas Eurozone Dividend 16	EUR	Long	TR	Future	SX5E Dividend	100%	BDE16L2T

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
X2 Daily Leverage Index TR					2016		
BNP Paribas Eurozone Dividend 13 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2013	100%	BDE13L1T
BNP Paribas Eurozone Dividend 16 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2016	200%	BDE16L1T
BNP Paribas Eurozone Dividend 17 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2017	200%	BDE17L2T
BNP Paribas Eurozone Dividend 14 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2014	100%	BDE14L1T
BNP Paribas Eurozone Dividend 15 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2015	100%	BDE15L1T
BNP Paribas UK Dividend 14 X1 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2014	100%	BNPI1U4T
BNP Paribas UK Dividend 14 X-1 Daily Leverage Index TR TR	GBP	Short	TR	Future	FTSE Dividend 2014	-100%	BNPISU4T
BNP Paribas UK Dividend 14 X2 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2014	200%	BNPI2U4T
BNP Paribas UK Dividend 15 X-1 Daily Leverage Index TR TR	GBP	Short	TR	Future	FTSE Dividend 2015	-100%	BNPISU5T
BNP Paribas UK Dividend 15 X1 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2015	100%	BNPI1U5T
BNP Paribas UK Dividend 15 X2 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2015	200%	BNPI2U5T
BNP Paribas EU Dividend 16 X-1 Daily Leverage Index TR TR	EUR	Short	TR	Future	SX5E Dividend 2016	-100%	BDE16S1T
BNP Paribas EU Dividend 15 X-1 Daily Leverage Index TR TR	EUR	Short	TR	Future	SX5E Dividend 2015	-100%	BDE15S1T
BNP Paribas EU Dividend 17 X-1 Daily Leverage Index TR TR	EUR	Short	TR	Future	SX5E Dividend 2017	-100%	BDE17S1T
ETN on BNP Paribas UK Dividend 14 X2 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2015	200%	BNPI2U4I
ETN on BNP Paribas UK Dividend 14 X1 Daily Leverage Index TR TR	GBP	Long	TR	Future	FTSE Dividend 2015	100%	BNPI1U4I
ETN on BNP Paribas UK Dividend 14 X-1 Daily Leverage Index TR TR	GBP	Short	TR	Future	FTSE Dividend 2015	-100%	BNPISU4I
BNP Paribas UK Dividend 15 X-1 Daily Leverage Index INAV TR	GBP	Short	TR	Future	FTSE Dividend 2015	-100%	BNPISU5I
BNP Paribas UK Dividend 15 X1 Daily Leverage Index INAV TR	GBP	Long	TR	Future	FTSE Dividend 2015	100%	BNPI1U5I
BNP Paribas UK Dividend 15 X2 Daily Leverage Index INAV TR	GBP	Long	TR	Future	FTSE Dividend 2015	200%	BNPI2U5I
BNP Paribas EU Dividend 14 X-1 Daily Leverage Index TR TR	EUR	Short	TR	Future	SX5E Dividend 2014	-100%	BDE14S1T
BNP Paribas EU Dividend 14 X-1 Daily Leverage Index INAV TR	EUR	Short	TR	Future	SX5E Dividend 2014	-100%	BDE14S1I
BNP Paribas EU Dividend 16 X-1 Daily Leverage Index INAV TR	EUR	Short	TR	Future	SX5E Dividend 2016	-100%	BDE16S1I
BNP Paribas EU Dividend 15 X-1 Daily Leverage Index INAV TR	EUR	Short	TR	Future	SX5E Dividend 2015	-100%	BDE15S1I
BNP Paribas EU Dividend 17 X-1	EUR	Short	TR	Future	SX5E Dividend	-100%	BDE17S1I

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
Daily Leverage Index INAV TR					2017		
BNP Paribas Eurozone Dividend 17 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2017	100%	BDE17L1T
BNP Paribas Eurozone Dividend 13 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2013	200%	BDE13L2T
BNP Paribas Eurozone Dividend 14 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2014	200%	BDE14L2T
BNP Paribas Eurozone Dividend 15 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2015	200%	BDE15L2T
BNP Paribas Eurozone Dividend 16 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2016	200%	BDE16L2T
BNP Paribas Eurozone Dividend 13 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2013	100%	BDE13L1T
BNP Paribas Eurozone Dividend 14 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2013	100%	BDE14L1T
BNP Paribas Eurozone Dividend 16 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2016	100%	BDE16L1T
BNP Paribas Eurozone Dividend 17 X2 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2017	200%	BDE17L2T
BNP Paribas Eurozone Dividend 15 X1 Daily Leverage Index TR	EUR	Long	TR	Future	SX5E Dividend 2015	100%	BDE15L1T
BNP Paribas Eurozone Equity X2 Daily Leverage Index TR	EUR	Long	TR	Index	BNP Paribas Eurozone Equity Futures Index	200%	BNPI2LET
BNP Paribas Eurozone Equity X3 Daily Leverage Index TR	EUR	Long	TR	Index	BNP Paribas Eurozone Equity Futures Index	300%	BNPI3LET
BNP Paribas Eurozone Equity X5 Daily Leverage Index TR	EUR	Long	TR	Index	BNP Paribas Eurozone Equity Futures Index	500%	BNPI5LET
BNP Paribas Eurozone Equity X2 Daily Short Index TR	EUR	Short	TR	Index	BNP Paribas Eurozone Equity Futures Index	200%	BNPI2SET
BNP Paribas Eurozone Equity X3 Daily Short Index TR	EUR	Short	TR	Index	BNP Paribas Eurozone Equity Futures Index	300%	BNPI3SET
BNP Paribas Eurozone Equity X5 Daily Short Index TR	EUR	Short	TR	Index	BNP Paribas Eurozone Equity Futures Index	500%	BNPI5SET
BNP Paribas Eurozone Equity X4 Daily Leverage Index TR	EUR	Long	TR	Index	BNP Paribas Eurozone Equity Futures Index	400%	BNPI4LET
BNP Paribas Eurozone Equity X4 Daily Short Index TR	EUR	Short	TR	Index	BNP Paribas Eurozone Equity Futures Index	400%	BNPI4SET
BNP Paribas USD 10Y Futures Index ER	USD	Long	ER	Future	10-Year US Treasury Note	100%	BNPIFU10
BNP Paribas USD EUR Forward Index ER	USD	Long	ER	Forward	USD-EUR Exchange Rate	100%	BNPIUSEU

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas AUD 3Y Futures Index ER	AUD	Long	ER	Future	3-Year Australian Gov't Bond	100%	BNPIFAU3
BNP Paribas GBP EUR Forward Index ER	EUR	Long	ER	Forward	GBP-EUR Exchange Rate	100%	BNPIGBEU
BNP Paribas Eurozone Equity Futures Index ER	EUR	Long	ER	Future	DJ Euro Stoxx 50 Index	100%	BNPIFEU
BNP Paribas India(SGX) Equity Futures Index ER	USD	Long	ER	Future	NSE CNX NIFTY INDEX	100%	BNPIFINS
BNP Paribas Australia Equity Futures Index ER	AUD	Long	ER	Future	S&P/ASX 200 INDEX	100%	BNPIFAU
BNP Paribas EUR 5Y Futures Index ER	EUR	Long	ER	Future	Euro-Bobl 5yr 6%	100%	BNPIFEU5
BNP Paribas EUR 10Y Futures Index ER	EUR	Long	ER	Future	Euro-Bund 10yr 6%	100%	BNPIFE10
BNP Paribas Hong Kong Equity Futures Index ER	HKD	Long	ER	Future	HANG SENG INDEX	100%	BNPIFHK
BNP Paribas Singapore Equity Futures Index ER	SGD	Long	ER	Future	MSCI SINGAPORE FREE	100%	BNPIFSG
BNP Paribas Japan Equity Futures Index ER	JPY	Long	ER	Future	NIKKEI 225	100%	BNPIFJP
BNP Paribas US Equity Futures Index ER	USD	Long	ER	Future	S&P 500 INDEX	100%	BNPIFUS
BNP Paribas UK Equity Futures Index ER	GBP	Long	ER	Future	FTSE 100 INDEX	100%	BNPIFGB
BNP Paribas US Equity 5Y Futures Index ER	USD	Long	ER	Future	S&P 500 INDEX	100%	BNPIFUS5
BNP Paribas Taiwan Equity Futures Index ER	USD	Long	ER	Future	MSCI TAIWAN	100%	BNPIFTW
BNP Paribas China Equity Futures Index ER	HKD	Long	ER	Future	HANG SENG CHINA ENT INDX	100%	BNPIFCN
BNP Paribas Korea Equity Futures Index ER	KRW	Long	ER	Future	KOSPI 200 INDEX	100%	BNPIFKR
BNP Paribas GBP 10Y Futures Index ER	GBP	Long	ER	Future	UK 10yr 4.0 %	100%	BNPIFG10
BNP Paribas Emergents Futures Index ER	USD	Long	ER	Future	MSCI EM	100%	BNPIFEM
BNP Paribas Volatility US Short Term Futures Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVXST
BNP Paribas Volatility Front 5 days Futures Index ER	EUR	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVX5E
BNP Paribas JPY 10Y Futures Index ER	JPY	Long	ER	Future	Jpn 10yr 6%	100%	BNPIFJ10
BNP Paribas Malaysia Equity Futures Index ER	MYR	Long	ER	Future	FTSE Bursa Malaysia KLCI	100%	BNPIFMA

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas Sweden Futures Index ER	SEK	Long	ER	Future	OMX STOCKHOLM 30 INDEX	100%	BNPIFSW
BNP Paribas Russia Futures Index ER	USD	Long	ER	Future	RUSSIAN RTS INDEX \$	100%	BNPIFRU
BNP Paribas Italy Futures Index ER	EUR	Long	ER	Future	FTSE MIB INDEX	100%	BNPIFIT
BNP Paribas Spain Futures Index ER	EUR	Long	ER	Future	IBEX 35 INDEX	100%	BNPIFSP
BNP Paribas Netherlands Futures Index ER	EUR	Long	ER	Future	AEX-Index	100%	BNPIFNE
BNP Paribas Volatility EU Futures Index ER	EUR	Long	ER	Future	VSTOXX Index	100%	BNPIFVXX
BNP Paribas Volatility US Futures Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIFVIX
BNP Paribas EUR USD Forward Index ER	USD	Long	ER	Forward	EUR USD Exchange Rate	100%	BNPIEUUS
BNP Paribas HKD USD Forward Index ER	USD	Long	ER	Forward	HKD USD Exchange Rate	100%	BNPIHKUS
BNP Paribas South Africa Equity Futures Index ER	ZAR	Long	ER	Future	FTSE/JSE AFRICA TOP40 IX	100%	BNPIFSA
BNP Paribas Norway Futures Index ER	NOK	Long	ER	Future	OBX STOCK INDEX	100%	BNPIFNO
BNP Paribas CAD 10Y Futures Index ER	CAD	Long	ER	Future	Can 10yr 6%	100%	BNPIFC10
BNP Paribas Turkey Equity Futures Index ER	TRY	Long	ER	Future	ISE NATIONAL 30	100%	BNPIFTU
BNP Paribas Europe Dividendes 1Y Futures Index ER	EUR	Long	ER	Future	SX5E Dividend	100%	BNPIFED1
BNP Paribas Europe Dividendes 2Y Futures Index ER	EUR	Long	ER	Future	SX5E Dividend	100%	BNPIFED2
BNP Paribas Europe Dividendes 3Y Futures Index ER	EUR	Long	ER	Future	SX5E Dividend	100%	BNPIFED3
BNP Paribas Europe Dividendes 4Y Futures Index ER	EUR	Long	ER	Future	SX5E Dividend	100%	BNPIFED4
BNP Paribas Europe Dividendes 5Y Futures Index ER	EUR	Long	ER	Future	SX5E Dividend	100%	BNPIFED5
BNP Paribas EUR 2Y Futures Index ER ER	EUR	Long	ER	Future	Euro-Schatz 2yr 6%	100%	BNPIFEU2
BNP Paribas JP Equity Futures (synch EU morning) Index ER	JPY	Long	ER	Future	NIKKEI 225	100%	BNPIFSJP
BNP Paribas EU Equity Futures (synch EU morning) Index ER	EUR	Long	ER	Future	Euro Stoxx 50 Pr	100%	BNPIFSEU
BNP Paribas US Equity Futures (synch EU morning) Index ER	USD	Long	ER	Future	S&P 500 INDEX	100%	BNPIFSUS
BNP Paribas Brazil Equity Futures Index ER	BRL	Long	ER	Future	BRAZIL BOVESPA INDEX	100%	BNPIFBR

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas India Equity Futures Index ER	INR	Long	ER	Future	NSE CNX NIFTY INDEX	100%	BNPIFIN
BNP Paribas JPY USD Forward Index ER	USD	Long	ER	Forward	JPY USD Exchange Rate	100%	BNPIJPUS
BNP Paribas NZD EUR Forward Index ER	EUR	Long	ER	Forward	NZD EUR Exchange Rate	100%	BNPINZEU
BNP Paribas SEK EUR Forward Index ER	EUR	Long	ER	Forward	SEK EUR Exchange Rate	100%	BNPISEEU
BNP Paribas TRY EUR Forward Index ER	EUR	Long	ER	Forward	TRY EUR Exchange Rate	100%	BNPITREU
BNP Paribas USD 30Y Futures Index ER	USD	Long	ER	Future	US 20yr 6%	100%	BNPIFU30
BNP Paribas US Equity Futures (synch EU) Index ER	USD	Long	ER	Future	S&P 500 INDEX	100%	BNPIFUSS
BNP Paribas Volatility 7 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX7
BNP Paribas Volatility 1 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX1
BNP Paribas Volatility 2 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX2
BNP Paribas Volatility 3 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX3
BNP Paribas Volatility 4 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX4
BNP Paribas Volatility 5 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX5
BNP Paribas Volatility 6 US Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPIVIX6
BNP Paribas NOK EUR Forward Index ER	EUR	Long	ER	Forward	NOK EUR Exchange Rate	100%	BNPINOEU
BNP Paribas SGD EUR Forward Index ER	EUR	Long	ER	Forward	SGD EUR Exchange Rate	100%	BNPISGEU
BNP Paribas AUD EUR Forward Index ER	EUR	Long	ER	Forward	AUD EUR Exchange Rate	100%	BNPIAUEU
BNP Paribas CHF EUR Forward Index ER	EUR	Long	ER	Forward	CHF EUR Exchange Rate	100%	BNPICHEU
BNP Paribas JPY EUR Forward Index ER	EUR	Long	ER	Forward	JPY EUR Exchange Rate	100%	BNPIJPEU
BNP Paribas HKD EUR Forward Index ER	EUR	Long	ER	Forward	HKD EUR Exchange Rate	100%	BNPIHKEU
BNP Paribas CAD EUR Forward Index ER	EUR	Long	ER	Forward	CAD EUR Exchange Rate	100%	BNPICAE

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas EUR JPY Forward Index ER	JPY	Long	ER	Forward	EUR JPY Exchange Rate	100%	BNPIEUJP
BNP Paribas HKD JPY Forward Index ER	JPY	Long	ER	Forward	HKD JPY Exchange Rate	100%	BNPIHKJP
BNP Paribas USD JPY Forward Index ER	JPY	Long	ER	Forward	USD JPY Exchange Rate	100%	BNPIUSJP
BNP Paribas Poland Equity Futures Index ER	PLN	Long	ER	Future	WSE WIG 20 INDEX	100%	BNPIFPL
BNP Paribas Switzerland Equity Futures Index ER	CHF	Long	ER	Future	SWISS MARKET INDEX	100%	BNPIFCH
BNP Paribas France Equity Futures Index ER ER	EUR	Long	ER	Future	CAC 40 INDEX	100%	BNPIFFR
BNP Paribas Germany Equity Futures Index ER ER	EUR	Long	ER	Future	DAX INDEX	100%	BNPIFGE
BNP Paribas Canada Equity Futures Index ER	CAD	Long	ER	Future	S&P/TSX 60 INDEX	100%	BNPIFCA
BNP Paribas US Small Caps Equity Futures Index ER	USD	Long	ER	Future	RUSSELL 2000 INDEX	100%	BNPIFUSC
BNP Paribas EUR 5Y Index TR TR	EUR	Long	TR	Future	Euro-Bobl 5yr 6%	100%	BNPIFE5T
BNP Paribas Equity Spread Euro STOXX50 Index Future vs CME S&P500 Index Future FX Hedged EUR Index TR TR	EUR	Long/Short	TR	Future	Euro Stoxx 50 Pr S&P 500 INDEX	100% -100%	BNPISEUE
BNP Paribas Equity Spread US vs Eurozone Future FX Hedged EUR Index TR	EUR	Long/Short	TR	Future	Euro Stoxx 50 Pr S&P 500 INDEX	-100% 100%	BNPISUEE
S&P 500 VIX Short-Term Futures Index ER ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	SPVXSP
S&P 500 VIX Short-Term Futures Index TR TR	USD	Long	TR	Future	CBOE SPX VOLATILITY INDX	100%	SPVXSTR
S&P VIX Futures Tail Risk Index TR - Short Term TR	USD	Long	TR	Future	CBOE SPX VOLATILITY INDX	100%	SPVXRST
S&P VIX Futures Tail Risk Index ER - Short Term ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	SPVXRSP
Inav on BNP Paribas Short European Volatility Index EUR TR ER	EUR	Long	ETN	Index	BNP Paribas Short European Volatility Index EUR TR	100%	BNPISVXI
BNP Paribas US Volatility TWAP Futures 1 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX1
BNP Paribas US Volatility TWAP Futures 2 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX2

Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
BNP Paribas US Volatility TWAP Futures 3 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX3
BNP Paribas US Volatility TWAP Futures 4 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX4
BNP Paribas US Volatility TWAP Futures 5 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX5
BNP Paribas US Volatility TWAP Futures 6 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX6
BNP Paribas US Volatility TWAP Futures 7 Index ER	USD	Long	ER	Future	CBOE SPX VOLATILITY INDX	100%	BNPITVX7
BNP Paribas JPY 10Y Close Index ER	JPY	Long	ER	Future	Jpn 10yr 6%	100%	BNPIF10J
BNP Paribas US Equity X4 Daily Leverage Index TR	USD	Long	TR	Index	BNP Paribas US Equity Futures Index	400%	BNPI4LUT
BNP Paribas US Equity X4 Daily Leverage Index INAV	USD	Long	TR	Index	BNP Paribas US Equity X4 Daily Leverage Index TR	400%	BNPI4LUI
BNP Paribas US Equity X-4 Daily Leverage Index TR	USD	Long	TR	Index	BNP Paribas US Equity Futures Index	400%	BNPI4SUT
BNP Paribas US Equity X-4 Daily Leverage Index INAV	USD	Long	TR	Index	BNP Paribas US Equity X-4 Daily Leverage Index TR	400%	BNPI4SUI
BNP Paribas GB Equity X4 Daily Leverage Index TR	GBP	Long	TR	Index	BNP Paribas GB Equity Futures Index	400%	BNPI4LGT
BNP Paribas GB Equity X4 Daily Leverage Index INAV	GBP	Long	TR	Index	BNP Paribas GB Equity X4 Daily Leverage Index TR	400%	BNPI4LGI
BNP Paribas GB Equity X-4 Daily Leverage Index TR	GBP	Long	TR	Index	BNP Paribas GB Equity Futures Index	400%	BNPI4SGT
BNP Paribas GB Equity X-4 Daily Leverage Index INAV	GBP	Long	TR	Index	BNP Paribas GB Equity X-4 Daily Leverage Index TR	400%	BNPI4SGI
BNP Paribas Emerging Equity X4 Daily Leverage Index TR	USD	Long	TR	Index	BNP Paribas Emerging Equity Futures Index	400%	BNPI4ELT
BNP Paribas Emerging Equity X4 Daily Leverage Index INAV	USD	Long	TR	Index	BNP Paribas Emerging Equity	400%	BNPI4EST



Index Name	Currency	Long / Short	Cash Kind	Instrument Kind	Reference Instrument	Exposure	Bloomberg Code
					X4 Daily Leverage Index TR		
BNP Paribas Emerging Equity X-4 Daily Leverage Index TR	USD	Long	TR	Index	BNP Paribas Emerging Equity Futures Index	400%	BNPI4ELI
BNP Paribas Emerging Equity X-4 Daily Leverage Index INAV	USD	Long	TR	Index	BNP Paribas Emerging Equity X-4 Daily Leverage Index TR	400%	BNPI4ESI
BNP Paribas France 10Y Index ER	EUR	Long	ER	Future	Euro-OAT 10yr 6%	100%	BNPIFF10
BNP Paribas Europe 30Y Index ER	EUR	Long	ER	Future	Euro 30yr 4%	100%	BNPIFE30
BNP Paribas US 2Y Index ER	USD	Long	ER	Future	US 2yr 6%	100%	BNPIFUS2
BNP Paribas Italy 10Y Index ER	EUR	Long	ER	Future	BTP 10yr 6%	100%	BNPIFI10

## 5. Risk Control Indices

The objective of each Index is to provide a synthetic exposure to the performance of a "Reference Index". The exposure to the underlying is dynamically adjusted in order to control the risks associated with the Index, with a volatility control mechanism. When the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Target Volatility**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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Index Name	Currency	Cash Kind	Reference Index	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
Poland RC 20 PLN Hedged ER	PLN	ER	BNP Paribas Poland Equity Futures Index	0%	150%	20%	ENHAFPLP
BNP Paribas Risk-Controlled 10 US Equity Index ER	USD	ER	BNPP Paribas US Equity Futures Index	0%	n.a	10%	BNPI10UE
BNP Paribas Risk-Controlled 15 US Equity Index ER	USD	ER	BNPP Paribas US Equity Futures Index	0%	n.a	15%	BNPI15UE
BNP Paribas Risk-Controlled 20 US Equity Index ER	USD	ER	BNPP Paribas US Equity Futures Index	0%	n.a	20%	BNPI20UE
BNP Paribas Risk-Controlled 25 US Equity Index ER	USD	ER	BNPP Paribas US Equity Futures Index	0%	n.a	25%	BNPI25UE
BNP Paribas Risk-Controlled 30 US Equity Index ER	USD	ER	BNPP Paribas US Equity Futures Index	0%	n.a	30%	BNPI30UE
BNP Paribas Risk-Controlled 15 Eurozone Equity Index TR	EUR	TR	BNPP Paribas Eurozone Equity Futures Index	0%	n.a	15%	BNPI15ET

Index Name	Currency	Cash Kind	Reference Index	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
BNP Paribas Risk-Controlled 15 Eurozone Equity Index ER	EUR	ER	BNPP Paribas Eurozone Equity Futures Index	0%	n.a	15%	BNPI15EE
Volcap HSCEI Index PR	HKD	PR	Hang Seng China Enterprises Index	0%	100%	6%	CIMDCHN A
BRIC RC 10 PLN Hedged ER	PLN	ER	Dow Jones BRIC 50 All DR Volatility Risk Control Index	0%	150%	10%	ENHABRC P
Africa RC 10 PLN Hedged ER	PLN	ER	S&P Access Africa Daily Risk Control 10% Excess Return	0%	150%	10%	ENHAAFR P
BNP Paribas Volcap10 on 10Y American Bonds USD ER	USD	ER	Paribas USD 10Y Futures Index	0%	100%	10%	BNPI10U1

## 6. Millenium Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional long/short basket of (i) BNP Paribas custom indices based on future contracts for equity indices, bond indices and FX forward indices; and (ii) third party commodity indices, third party equity indices on real estate, and ETIs referencing emerging markets, bonds, and gold miner equities, where each such component is rebalanced daily in accordance with a proprietary allocation algorithm aimed at maximizing return for a predetermined level of risk. The weights of the Index Components that comprise this basket are calculated taking into account their trends, volatility and/or correlation with the market and the other Components. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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Name	Currency	Cash Kind	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
Islamic New Frontier TR	USD	TR	0%	100%	8%	BNPIMI8T
Cadiz Dynamic New World Index TR	EUR	TR	0%	100%	12%	BNPICNWT
Millenium New World ER	EUR	ER	0%	100%	12%	BNPIMNWE
Cadiz Dynamic New World Index ER	EUR	ER	0%	100%	12%	BNPICNWE
Millenium US Centric ER	USD	ER	0%	100%	8%	BNPIMUER
Millenium 10 EUR Serie 1 ER	EUR	ER	0%	100%	10%	BNPIMV1E & BNPICIME & BNPIBZNE
CIMB Evergreen II Index ER	EUR	ER	-100%	100%	10%	CIMGEVG2
Millenium Japan 10 JPY TR	JPY	TR	0%	100%	10%	BNPIMJYT
Millenium 10 EUR Serie 3 TR	EUR	TR	0%	100%	10%	BNPIMV3T & BNPICGOT
Millenium Evergreen Master Series ER	EUR	ER	-100%	100%	10%	CIMGEVGR

Name	Currency	Cash Kind	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
Millenium 10 USD Serie 4 ER	USD	ER	0%	100%	10%	BNPIM4UE
Millenium 10 EUR Serie 3 ER	EUR	ER	0%	100%	10%	BNPIMV3E & BNPINGPE & BNPICGOE
BNP Paribas Millenium 10 Europe Series 3 (HUF Hedged) ER	HUF	ER	0%	100%	10%	BNPIMH3E
BNP Paribas NF8 Europe (PLN Hedged) ER	PLN	ER	0%	100%	8%	BNPINFPE
BNP Paribas Millenium Master Series Japan Vol 10 Index ER	JPY	ER	0%	100%	10%	BNPIMJ10
BNP Paribas Millenium Master Series 11 Fx hedged EUR Index TR	EUR	TR	0%	100%	11%	BNPIMMFT
BNP Paribas Longitude Fx hedged EUR TR Index TR	EUR	TR	0%	100%	10%	BNPILGFT
Millenium Master Series Futures EUR ER	EUR	ER	0%	100%	10%	BNPIMMSF
Millenium Federal Finance Master Series EUR ER	EUR	ER	0%	100%	10%	BNPIMFFE
Millenium Master Series 8 EUR ER	EUR	ER	0%	100%	8%	BNPIM8EE
BNP Paribas Longitude EUR Index ER	EUR	ER	0%	100%	10%	BNPILGEE
BNP Paribas Multi-Asset Inflation Strategy Vol 5 ER	EUR	ER	0%	100%	10%	BNPIMIE5
BNP Paribas millenium master series (HUF Hedged) ER	HUF	ER	0%	100%	10%	BNPIMMSH
Millenium Master Sparkasse Bremen Vermoens strategie Index EUR ER	EUR	ER	0%	100%	10%	BNPISBME
Millenium Master Series 8 PLN ER	PLN	ER	0%	100%	8%	BNPIM8PE
BNP Paribas Millenium Master Series USD Hedged Index ER	USD	ER	0%	100%	10%	BNPIMMUE
BNP Paribas Multi-Asset Aggressive (HUF Hedged) Index ER	HUF	ER	0%	100%	12%	BNPIM12H
BNP Paribas Multi-Asset Conservative (HUF Hedged) Index ER	HUF	ER	0%	100%	6%	BNPIM6HE
BNP Paribas Multi-Asset Balanced (HUF Hedged) Index ER	HUF	ER	0%	100%	8%	BNPIM8HE
BNP Paribas Longitude HUF Hedged ER Index ER	HUF	ER	0%	100%	10%	BNPILGHE
BNP Paribas Millenium Diversifie CRN Index ER	EUR	ER	0%	100%	8%	BNPIMCRN
BNP Paribas Master Series 10 PLN ER	PLN	ER	0%	100%	10%	BNPIMMPE
Millenium 10 Europe Series 3 (Sterling Hedged) TR	EUR	TR	0%	100%	10%	BNPIMS3T
BNP Paribas Millenium Master Series Japan Vol 5 Index ER	JPY	ER	0%	100%	5%	BNPIMJ5
BNP Paribas Multi-Asset Inflation Strategy Vol 10 ER	EUR	ER	0%	100%	10%	BNPIMIEE
Millenium New World TR	EUR	TR	0%	100%	12%	BNPIMNWT
Millenium US Centric TR	USD	TR	0%	100%	8%	BNPIMUTR
Global Optimal Index ER	EUR	ER	-100%	100%	10%	ENHAGLOB
Millenium 10 USD Serie 4 TR	USD	TR	0%	100%	10%	BNPIM4UT
New Frontier 8 Europe TR	EUR	TR	0%	100%	8%	BNPINF8T
New Frontier 8 Europe ER	EUR	ER	0%	100%	8%	BNPINF8E
Millenium 10 EUR Serie 1 TR	EUR	TR	0%	100%	10%	BNPIMV1T
BNP Paribas Millenium Master Series 6 EUR ER	EUR	ER	0%	100%	10%	BNPIM6EE
BNP Paribas Millenium Master Series 12 EUR ER	EUR	ER	0%	100%	12%	BNPIM12E
Millenium Finance ER	EUR	ER	0%	100%	10%	BNPIMFFT
BNP Paribas Millenium Diversified vol 4 EUR ER Index ER	EUR	ER	0%	150%	4%	BNPIMD4E
BNP Paribas Millenium Diversified EUR ER Index ER	EUR	ER	0%	300%	8%	BNPIMDEE
Zurich Multi Asset Inflation Strategy Index ER	CHF	ER	0%	100%	10%	BNPIZMI6

Name	Currency	Cash Kind	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
BNP Paribas Multi Asset SIP (SEK Hedged) Index ER	SEK	ER	n.a	n.a	n.a	BNPIMASI
BNP Paribas Emerging Plus (HUF Hedged) ER index ER	HUF	ER	0%	100%	10%	BNPIEGHE
BNP Paribas Emerging Plus (PLN Hedged) ER Index ER	PLN	ER	0%	100%	10%	BNPIEPPE
BNP Paribas Enhanced Diversified (HUF Hedged) Index ER	HUF	ER	n.a	n.a	n.a	BNPIDIHE

## 7. Platinum Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional basket of Index Components which are a diversified portfolio of BNP Paribas proprietary indices. Each Index Component implements an absolute return strategy, which is diversified and uncorrelated to the strategies implemented by other Index Components and each Index Component is chosen to represent a different asset class (Commodities, Volatility, Foreign Exchange and Equities, respectively). The Index Methodology is comprised of an equally weighted basket of the Index Components, with a daily adjustment. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

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Index Name	Currency	Cash Kind	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
BNP Paribas Platinum Asia Index USD ER	USD	ER	0%	150%	3%	BNPIPAUE
Platinum EUR ER	EUR	ER	0%	200%	3%	BNPITEER
Platinum 2 EUR ER	EUR	ER	0%	150%	3%	BNPIZEER
Platinum USD ER	USD	ER	0%	200%	3%	BNPITUER
Platinum 2 FX hedge PLN ER	PLN	ER	0%	150%	3%	BNPIZPER
Platinum 2 FX hedge CZK ER	CZK	ER	0%	150%	3%	BNPIZCER
BNP Paribas Maars Index EUR ER	EUR	ER	0%	100%	5%	BNPIMAAE
BNP P Maars USD Index ER	USD	ER	0%	100%	5%	BNPIMAUE
BNP Paribas Maars Fx hedged USD ER Index ER	USD	ER	0%	100%	5%	BNPIMAFU
BNP Paribas Maars 2 EUR ER Index ER	EUR	ER	0%	100%	5%	BNPIMAE2
Platinum HUF ER	HUF	ER	0%	200%	3%	BNPITHER
Platinum 3 EUR ER	EUR	ER	0%	150%	3%	BNPIP3EE
BNP Paribas platinum 3 FX hedge USD ER	USD	ER	0%	150%	3%	BNPIP3UE
BNP Paribas platinum 3 HUF fx-hedged Index ER	HUF	ER	0%	150%	3%	BNPIP3HE
BNP Paribas Platinum Index Series 4 EUR ER	EUR	ER	0%	150%	3%	BNPIP4EE
BNP Paribas Platinum 3 Extended GBP Index ER	GBP	ER	0%	150%	3%	BNPIP3GX
BNP Paribas Platinum 3 Extended USD Index ER	USD	ER	0%	150%	3%	BNPIP3EX

Index Name	Currency	Cash Kind	Min Exposure	Max Exposure	Target Volatility	Bloomberg Code
BNP Paribas Platinum Index Series 4 ER USD Hedged ER	USD	ER	0%	150%	3%	BNPIP4UE
BNP Paribas Platinum Index Series 4 GBP Hedged ER	EUR	ER	0%	150%	3%	BNPIP4GE

## 8. Harbour Indices

The objective of each Index is to provide synthetic exposure to the performance of a notional long only basket of (i) BNP Paribas custom indices based on future contracts for equity indices, bond indices and FX forward indices; and (ii) third party commodity indices, third party equity indices on real estate, and ETIs referencing emerging markets, bonds, and gold miner equities, where each such component is rebalanced daily in accordance with a proprietary allocation algorithm aimed at maximizing return for a predetermined level of risk. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the TargetVolatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

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Index Name	Currency	Cash Kind	Minimum Exposure	Maximum Exposure	Volatility Target	Bloomberg Code
BNP Paribas Harbor vol 4 EUR Index ER	EUR	ER	0%	150%	4%	BNPIH4EE
BNP Paribas Harbor EUR ER Index ER	EUR	ER	0%	300%	8%	BNPIH4BEE
BNP Paribas Harbourvol 4 USD Fx Hedged ER Index ER	EUR	ER	0%	150%	4%	BNPIH4UE
BNP Paribas Harbour USD Fx Hedged ER Index ER	EUR	ER	0%	300%	8%	BNPIHBUE
BNP Paribas Harbor US ER Index ER	EUR	ER	0%	300%	5%	BNPIHBUS
AkbankTurkiyeGuvemliLimanEndeksi ER	TRY	ER	0%	400%	10%	BNPIHBTU

## 9. Flexinvest Indices

The objective of each Index is to provide a synthetic exposure to the performance of a long only dynamic basket composed of a risky asset ("**Risky Asset**"), a deleverage asset ("**Deleverage Asset**") and money market assets. The respective weights of the component are determined by the Index Calculation Agent using the relative value of the Risky Asset to a set of its moving averages, and the volatility of the Risky Asset and/or Deleverage Asset, with a daily adjustment.

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Index Name	Currency	Cash Kind	Risky Asset	Deleverage Asset	Bloomberg Code
Flex Invest Europe ER	EUR	ER	BNP Paribas Eurozone Equity Futures Index	BNP Paribas EUR 5Y Futures Index	BNPIFLEU
Smart Trend HSCEI Excess return Index ER	USD	ER	BNP Paribas China Equity Futures Index	BNP Paribas USD 5Y Futures Index	BNPISTHK
Flex Invest US ER	USD	ER	BNP Paribas US Equity Futures Index	BNP Paribas USD 5Y Futures Index	BNPIFLUS
Flex Invest BRIC ER	USD	ER	S&P BRIC 40 NET TR	BNP Paribas USD 5Y Futures Index	BNPIFLBR
BNP Paribas Flex Invest BRIC (EUR hedged) ER	EUR	ER	S&P BRIC 40 NET TR	BNP Paribas USD 5Y Futures Index	BNPISHBR
Taunus FlexInvest Index ER	EUR	ER	BNP Paribas Eurozone Equity Futures Index	BNP Paribas USD 5Y Futures Index	BNPITSFE
PBS Flexinvest Asia Index ER	USD	ER	Basket of 7 Asian future indexes	BNP Paribas USD 5Y Futures Index	PBSDFLAS
BNP Paribas Libra Emerging Markets PLN Index ER	PLN	ER	iShares MSCI Emerging Markets Index	BNP Paribas USD 5Y Futures Index	BNPIFLEP
BNP Paribas Emerging Markets RAPID CZK ER Index ER	CZK	ER	iShares MSCI Emerging Markets Index	BNP Paribas USD 5Y Futures Index	BNPIFLEC
BNP Paribas Emerging Markets EUR ER Index ER	EUR	ER	iShares MSCI Emerging Markets Index	BNP Paribas USD 5Y Futures Index	BNPIFLEE
BNP Paribas Flex Invest BRIC (PLN hedged) ER	PLN	ER	S&P BRIC 40 NET TR	BNP Paribas USD 5Y Futures Index	BNPIFLBP
BNP Paribas Flex Invest BRIC (HUF hedged) ER	HUF	ER	S&P BRIC 40 NET TR	BNP Paribas USD 5Y Futures Index	BNPIFLBH
BNP Paribas Smart Trend Gold Index ER	USD	ER	Gold	n.a	BNPIFLGC

## 10. Volatility Indices

The objective of the Index is to provide a positive exposure ("**Long**") or positive and negative exposure ("**Long /Short**") or short exposure ("**Short**") to volatility through instruments of different kinds ("**Instrument Kind**") that can be Future Contract ("**Future**") or Option Contract ("**Option**") or Index ("**Index**"). These instruments are linked to a reference instrument ("**Reference Instrument**").

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Index Name	Currency	Cash Kind	Long or Long /Short or Short	Instrument Kind	Reference Instrument	Bloomberg Code
BNP Paribas Enhanced Volatility Strategy Index ER	USD	ER	Long	Future	CBOE SPX Volatility Index	BNPIVIX

Index Name	Currency	Cash Kind	Long or Long /Short or Short	Instrument Kind	Reference Instrument	Bloomberg Code
Classical Evolution Europe EUR ER	EUR	ER	Short	Index	Euro Stoxx 50 Volatility IndexVStoxx	BNPICEEE
BNP Paribas Evolution Variance Euro Index ER	EUR	ER	Short	Option	DJ Euro Stoxx 50 Index	BNPIEOEE
SMARTVOL US Series TR	USD	TR	Long	Future	CBOE SPX Volatility Index	BNPISVUS
BNP Paribas Enhanced Long Short Volatility Index ER	USD	ER	Long/Short	Future	CBOE SPX Volatility Index	BNPIVXLS
BNP Paribas Enhanced Volatility Long Short 50 Index ER	USD	ER	Long/Short	Future	CBOE SPX Volatility Index	BNPIVX50
BNP Paribas Volatility Arbitrage US ER Index	USD	ER	Long/Short	Future	CBOE SPX Volatility Index	BNPIVALS
BNP Paribas Enhanced Medium Term Vix Futures Index	USD	ER	Long/Short	Future	CBOE SPX Volatility Index	BNPIEMTV
BNP Paribas Enhanced Short Term VIX Futures Index	USD	ER	Long/Short	Future	CBOE SPX Volatility Index	BNPIESTV
BNP Paribas Eurozone Variance Replication Jun 14 EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERM4
Evolution Advanced TR	EUR	TR	Short	Option	DJ Euro Stoxx 50 Index	BNPIEVET
BNP Paribas Eurozone Variance ReplicationDec 13 EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERZ3
BNP Paribas Eurozone Variance ReplicationDec 12 EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERZ2
BNP Paribas US Variance Replication Next Mar USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURNM
BNP Paribas US Variance Replication First of Quarter USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURFQ
BNP Paribas US Variance Replication Second of Quarter USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURSQ
BNP Paribas US Variance Replication Next Sep USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURNS
BNP Paribas US Variance Replication Dec 12 USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURZ2
BNP Paribas US Variance Replication Jun 13 USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURM3
BNP Paribas US Variance Replication Dec 13 USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURZ3
BNP Paribas Eurozone Variance Replication First of Quarter EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERFQ
BNP Paribas Eurozone Variance Replication Second of Quarter EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERSQ
BNP Paribas Eurozone Variance ReplicationNext Mar EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERNM
BNP Paribas Eurozone Variance ReplicationNext Sep EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERNM
BNP Paribas Eurozone Variance ReplicationDec 11 EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERZ1
BNP Paribas Eurozone Variance Replication Jun 12 EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIERM2
BNP Paribas Eurozone Variance	EUR	TR	Long	Option	DJ Euro Stoxx	BNPIERM3

Index Name	Currency	Cash Kind	Long or Long /Short or Short	Instrument Kind	Reference Instrument	Bloomberg Code
Replication Jun 13 EUR TR					50 Index	
BNP PARIBAS DYNAMIC ROLLING 1YATMF STRADDLE EURO ER Index ER	EUR	ER	Long/Short	Option	DJ Euro Stoxx 50 Index	BNPIDSYE
BNP PARIBAS DYNAMIC ROLLING 1YATMF STRADDLE US ER Index ER	USD	ER	Long/Short	Option	S&P 500 INDEX	BNPIDSYU
BNP PARIBAS E-volution Variance Repli US Excess Return Index ER	USD	ER	Short	Option	S&P 500 INDEX	BNPIEOUE
BNP PARIBAS E-volution Variance Repli EU Excess Return Index ER	EUR	ER	Short	Option	DJ Euro Stoxx 50 Index	BNPIEORE
BNP Paribas Eurozone Variance Replication Second of Quarter Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESSQ
BNP Paribas Eurozone Variance Replication First of Quarter Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESFQ
BNP Paribas Eurozone Variance Replication Next Mar Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESNM
BNP Paribas Eurozone Variance Replication Next Sep Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESNS
BNP Paribas Eurozone Variance ReplicationDec 11 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESZ1
BNP Paribas Eurozone Variance Replication Jun 12 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESM2
BNP Paribas Eurozone Variance ReplicationDec 12 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESZ2
BNP Paribas Eurozone Variance Replication Jun 13 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESM3
BNP Paribas Eurozone Variance ReplicationDec 13 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESZ3
BNP Paribas Eurozone Variance Replication Jun 14 Short EUR TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIESM4
BNP Paribas US Variance Replication Second of Quarter Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSSQ
BNP Paribas US Variance Replication First of Quarter Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSFQ
BNP Paribas US Variance Replication Next Mar Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSNM
BNP Paribas US Variance Replication Next Sep Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSNS
BNP Paribas US Variance Replication Dec 12 Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSZ2
BNP Paribas US Variance Replication Jun 13 Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSM3
BNP Paribas US Variance Replication Jun 14 Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSM4
BNP Paribas US Variance Replication Dec 13 Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSZ3
BNP Paribas US Variance Replication Jun 14 USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURM4
BNP Paribas Rolling Put Europe 3M 95 TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIRPE4
BNP Paribas Rolling Put Europe 3M 100	EUR	TR	Long	Option	DJ Euro Stoxx	BNPIRPE3



Index Name	Currency	Cash Kind	Long or Long /Short or Short	Instrument Kind	Reference Instrument	Bloomberg Code
TR					50 Index	
BBNP Paribas Rolling Put Europe 1Y 90 TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIRPE2
BNP Paribas Rolling Put Europe 1Y 100 TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIRPE1
BNP Paribas Rolling Straddles Brazil Market Index ER	BRL	ER	Long	Option	BRAZIL BOVESPA INDEX	BNPIRSBR
BNP Paribas Rolling Straddles Emerging Market Index ER	USD	ER	Long	Option	iShares MSCI Emerging Markets Index	BNPIRSEM
BNP Paribas US Variance Replication Jun 12 USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIURM2
BNP Paribas Europe 1Y Volatility TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPIV1EU
Evolution Advanced ER	EUR	ER	Short	Option	DJ Euro Stoxx 50 Index	BNPIEVVEE
BNP Paribas Enhanced Volatility FX Hedged EUR Index TR	EUR	TR	Long	Future	CBOE SPX Volatility Index	BNPIVXET
BNP Paribas Inverse US Volatility Balanced Hedged in EUR TR TR	USD	TR	Short	Future	CBOE SPX Volatility Index	BNPIVXVI
BNP PARIBAS Rolling 1Y ATMF Straddle Euro Total Return Ask Index TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPISYEA
BNP PARIBAS Rolling 1Y ATMF Straddle Euro Total Return Bid Index TR	EUR	TR	Long	Option	DJ Euro Stoxx 50 Index	BNPISYEB
BNP PARIBAS Rolling 1Y ATMF Straddle US Total Return Ask Index TR	USD	TR	Long	Option	S&P 500 INDEX	BNPISYUA
BNP PARIBAS Rolling 1Y ATMF Straddle US Total Return Bid Index TR	USD	TR	Long	Option	S&P 500 INDEX	BNPISYUB
BNP PARIBAS E-evolution Variance Repli EU Total Return Index TR	EUR	TR	Short	Option	DJ Euro Stoxx 50 Index	BNPIEORT
BNP PARIBAS E-Evolution Variance Repli US Total Return Index TR	USD	TR	Short	Option	S&P 500 INDEX	BNPIEOUT
BNP Paribas US Variance Replication Jun 12 Short USD TR	USD	TR	Long	Option	S&P 500 INDEX	BNPIUSM2
BNP Paribas Vol Accumulator Strategy EUR TR	EUR	TR	Long/Short	Option + Future	DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index	BNPIVESI
BNP Paribas Vol Edge Term Structure Strategy index ER	EUR	ER	Long/Short	Option + Future	DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index	BNPIVETS
BNP Paribas Europe 1Y Volatility for Short TR	EUR	TR	Short	Option	DJ Euro Stoxx 50 Index	BNPIV1ES
BNP Paribas US 1Y Volatility TR	USD	TR	Short	Option	S&P 500 INDEX	BNPIV1UA
BNP Paribas US 1Y Volatility for Short TR	US	TR	Short	Option	S&P 500 INDEX	BNPIV1UB

Index Name	Currency	Cash Kind	Long or Long /Short or Short	Instrument Kind	Reference Instrument	Bloomberg Code
BNP Paribas Vol Edge Spread Strategy EUR TR	EUR	TR	Long/Short	Option + Future	DJ Euro Stoxx 50 Index + S&P 500 INDEX + CBOE SPX Volatility Index	BNPIVES
BNP Paribas Euro Long Vol Strategy EUR TR	EUR	TR	Long/Short	Option	DJ Euro Stoxx 50 Index	BNPIELV
BNP Paribas Short European Volatility Index EUR ER ER	EUR	ER	Short	Future	VSTOXX Index	BNPISVXE
BNP Paribas Short European Volatility Index EUR TR TR	EUR	TR	Short	Future	VSTOXX Index	BNPISVXT
BNP Paribas Long European Volatility Index EUR TR TR	EUR	TR	Long	Future	VSTOXX Index	BNPIVXTR
Inav on BNP Paribas Long European Volatility Index EUR TR TR	EUR	TR	Long	Future	VSTOXX Index	BNPIVXTI

#### 11. Buy Write Indices: Systematic Sales of Options

The objective of each Index is either (i) to generate long-term performance similar to the Reference Instrument with lower volatility by taking a long position on the Reference Instrument while selling call options on the Reference Instrument or a benchmark to generate regular income during bearish market phases ("**Buy Write**" strategy), either (ii) to generate income during bearish market phases by selling call options on the Reference Instrument ("**Alpha Buy Write**" strategy).

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The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Reference Instrument	Strategy	Bloomberg Code
BNP Paribas Buy Write 103 JP Total Return	EUR	TR	Nikkei 225 Index	Buy-Write	BNPIBWJ3
BNP Paribas Rules-Based Overwrite Index Always USD TR	EUR	TR	S&P 500 Index	Buy-Write	BNPIRBOA
Buy-Write Europe EUR TR	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPIBWEU
Buy-Write SX5E 103 EUR TR	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPIBWE4
BNP PARIBAS Buy Write 103 US Total Return	EUR	TR	S&P 500 Index	Buy-Write	BNPIBWU6
BNP PARIBAS ALPHA BUY WRITE 103 EUR TR INDEX	EUR	TR	DJ Euro Stoxx 50 Index	Alpha Buy-Write	BNPIAWE3
BNP Paribas Alpha Buy-Write 103 USD TR Index	EUR	TR	S&P 500 Index	Alpha Buy-Write	BNPIAWU3
BNP Paribas Rules-Based Overwriting HK TR	EUR	TR	HengSeng Index	Buy-Write	BNPIRBHK
BNP Paribas Buy Write 98 104 JP Total Return	EUR	TR	S&P 500 Index	Buy-Write	BNPIBWJP

Index Name	Currency	Cash Kind	Reference Instrument	Strategy	Bloomberg Code
BNP Paribas Buy Write 98 104 High Div JP Total Return	EUR	TR	NIKKEI 225 INDEX	Buy-Write	BNPIBWJH
Rule Based Overwriting Index USD TR	EUR	TR	S&P 500 Index	Buy-Write	BNPIRBOI
BNP Paribas Rules-Based Overwrite Europe Index TR	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPIRBOE
BNP Paribas Bovespa Rule Based Overwriting Index TR	BRO	TR	BRAZIL BOVESPA STOCK IDX	Covered	BNPIIBBW
BNP Paribas Buy-Write 103 USD TR Index	EUR	TR	S&P 500 Index	Buy-Write	BNPIBW4U
BNP Paribas Maximum Income Equity Europe Index TR	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPIMIET
PGDF Vente de calls US 102 98 ER	EUR	ER	S&P 500 Index	Buy-Write	BNPIPGUS
PGDF Vente de calls Europe 102 98 ER	EUR	ER	DJ Euro Stoxx 50 Index	Buy-Write	BNPIPGEU
PGDF Vente de calls UK 102 98 TR	EUR	ER	FTSE100	Buy-Write	BNPIPGUK
BNP PARIBAS Dynamic Call Write Leverage 3 EUR TR Index	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPICWE3
BNP PARIBAS Enhanced Buy Write 1 EUR Total Return Index TR	EUR	TR	DJ Euro Stoxx 50 Index	Buy-Write	BNPIBWE1

## 12. Alternative Strategy Indices

The objective of the Index is to provide a full long exposure to the performance of a portfolio of 'Alternative Fund Shares' Index Component applying either a precise strategy ("**mono-strategy Indices**" below) or applying various different strategies and thus offering a certain level of diversification in order to deliver its objective of absolute returns. The calculation for the Index is based on the valuation of a dedicated account (the "**Account**"), which can be conceptualized as a portfolio of 'Alternative Fund Shares' Index Components; whereas the Index value is represented by the value of one account notional unit of the Account. The number of Index Components in the Index and the weight of each Index Component can be adjusted by the Index Calculation Agent acting in accordance with the Index Methodology and where applicable upon recommendation from an Index Determination Agent or the Index investment advisor (the "**Index Investment Advisor**"). For the avoidance of doubt, any recommendation made by the Index Investment Advisor shall strictly be made in accordance with the index composition guidelines set out in the related recommendation agreement signed by the Index Sponsor, the Index Calculation Agent and the Index Investment Advisor. The Index Calculation Agent shall advise the Index Investment Advisor whether or not it accepts such recommendation. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds target volatility ("**Volatility Target**"), and then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**"), usually set at zero. The corresponding portion of the Index will reference money market assets. The number of Index Components in the Index and the weight of each Index Component can be adjusted regularly with a frequency usually monthly but which can be vary from daily to quarterly, depending on the strategy applied by the Index.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Strategy applied by Reference Instruments	Bloomberg Code
BNP Paribas Alternative Strategy – Credit & CB Arbitrage Index	USD	TR	Fixed Income Arbitrage, Convertible Bond Arbitrage	BNPICBA
BNP Paribas Alternative Strategy – Equity Long/Short Index	USD	TR	Equity Long/Short, Variable Long and Short Bias	BNPIELS
BNP Paribas Alternative Strategy – Equity Market Neutral Index	USD	TR	Equity Market Neutral	BNPIEMN
BNP Paribas Alternative Strategy – Event-Driven Index	USD	TR	Event-Driven (Merger Arbitrage, Special Situations) excl Distressed	BNPIEDN
BNP Paribas Alternative Strategy – Global Macro Index	USD	TR	Global Macro Systematic and Fundamental	BNPIGMA
BNP Paribas Alternative Strategy – CTA Managed Futures Index	USD	TR	Commodity Trading Advisors, Managed Futures	BNPICTA

### 13. Optimiser Indices

The objective of each Index is to provide a long or short exposure to the performance of a specific reference instrument, usually an index (the "**Reference Instrument**"), by identifying medium or short term trends of the Reference Instrument, and based on its realized performances and realized volatilities, in order to take long or short position on the Reference Instrument, with a daily adjustment. In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that if the volatility of the Index exceeds a maximum target volatility ("**Volatility Target**") then the exposure of the Index to Reference Instrument will be reduced. The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Reference Instrument	Target volatility	Bloomberg Code
BNP Paribas Australia Optimiser Long 10 ER Index ER	AUD	ER	S&P/ASX 200 INDEX	10%	BNPIOA10
BNP Paribas Australia Optimiser Long 20 ER Index ER	AUD	ER	S&P/ASX 200 INDEX	20%	BNPIOA20
BNP Paribas China Optimiser Long 10 ER Index ER	HKD	ER	HANG SENG CHINA ENT INDX	10%	BNPIOC10
BNP Paribas China Optimiser Long 20 ER Index ER	HKD	ER	HANG SENG CHINA ENT INDX	20%	BNPIOC20
BNP Paribas Hong-Kong Optimiser Long 10 ER Index ER	HKD	ER	HANG SENG INDEX	10%	BNPIOH10
BNP Paribas Hong-Kong Optimiser Long 20 ER Index ER	HKD	ER	HANG SENG INDEX	20%	BNPIOH20
BNP Paribas India Optimiser Long 10 ER Index ER	USD	ER	NSE CNX NIFTY INDEX	10%	BNPIOI10
BNP Paribas India Optimiser Long 20 ER Index ER	USD	ER	NSE CNX NIFTY INDEX	20%	BNPIOI20
BNP Paribas Japan Optimiser Long 10 ER	JPY	ER	NIKKEI 225	10%	BNPIOJ10

Index Name	Currency	Cash Kind	Reference Instrument	Target volatility	Bloomberg Code
Index ER					
BNP Paribas Japan Optimiser Long 20 ER Index ER	JPY	ER	NIKKEI 225	20%	BNPIOJ20
BNP Paribas Korea Optimiser Long 10 ER Index ER	KRW	ER	KOSPI 200 INDEX	10%	BNPIOK10
BNP Paribas Korea Optimiser Long 20 ER Index ER	KRW	ER	KOSPI 200 INDEX	20%	BNPIOK20
BNP Paribas Malaysia Optimiser Long 10 ER Index ER	MYR	ER	FTSE Bursa Malaysia KLCI	10%	BNPIOM10
BNP Paribas Malaysia Optimiser Long 20 ER Index ER	MYR	ER	FTSE Bursa Malaysia KLCI	20%	BNPIOM20
BNP Paribas Singapore Optimiser Long 10 ER Index ER	SGD	ER	MSCI SINGAPORE FREE	10%	BNPIOS10
BNP Paribas Singapore Optimiser Long 20 ER Index ER	SGD	ER	MSCI SINGAPORE FREE	20%	BNPIOS20
BNP Paribas Taiwan Optimiser Long 10 ER Index ER	USD	ER	MSCI TAIWAN	10%	BNPIOT10
BNP Paribas Taiwan Optimiser Long 20 ER Index ER	USD	ER	MSCI TAIWAN	20%	BNPIOT20

#### 14. Liberty Indices

The objective of each Index is to provide synthetic long or long/short exposure to the performance of a notional basket of Equity, Fund Shares, FX, Bond Rate, Money Market Rate, Index, Custom Index, Commodity, ETI or other Index Component Types. Each Series is maintained, calculated and rebalanced by the Index Calculation Agent following recommendations provided by an Index investment advisor (the "**Index Investment Advisor**") in collaboration with the Index Sponsor in accordance with the Index Methodology. The relative weights of each Index components in the Index will be recommended by a specific Index Investment Advisor. For the avoidance of doubt, any recommendation made by the Index Investment Advisor shall strictly be made in accordance the index composition guidelines set out in the related recommendation agreement signed by the Index Sponsor, the Index Calculation Agent and the Index Investment Advisor. The Index Calculation Agent shall advise the Index Investment Advisor whether or not it accepts such recommendation.

In order to control the risks associated with the Index, the Index may also include a volatility control mechanism. In this case, when the Index Calculation Agent determines that volatility of the Index exceeds the a target volatility ("**Volatility Target**"), or falls below the Target Volatility, then the exposure of the Index to Index Components will be reduced up to a minimum exposure ("**Min Exposure**") or increased up to a maximum exposure ("**Maximum Exposure**"). The corresponding portion of the Index will reference money market assets.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Index Investment Advisor	Bloomberg Code
BNP Paribas FundQuest Select Core Asset Vol 6	EUR	ER	Fund Quest	BNPIFCA6

Index Name	Currency	Cash Kind	Index Investment Advisor	Bloomberg Code
EUR ER				
BNP Paribas Fund Quest Select Diversified Asset Vol 6 EUR Index ER	EUR	ER	Fund Quest	BNPIFDA6
BPI-Philam Asia Growth Index ER	PHP	ER	BPI-Philam	ENHABAGI
Philam Life Philippine Equity ER Index	USD	ER	BPI-Philam	ENHAPPEI
BPI-Philam Philippine Growth Index ER	USD	ER	BPI-Philam	ENHABPGI
Fortis Investment Sigma Best Selection World EU PR	EUR	PR	BNP Paribas IP	FISBSWEP
KIT Fortis Dynamic Index USD TR	USD	TR	BNP Paribas IP	BNPIKFDU
Mutuelle Generale vol 8 Index ER EUR	EUR	ER	Mutuelle Generale	BNPIMG8E
PULSAR ABSOLUTE PROTECT EUR TR Index	EUR	TR	Plenum	PLENCPUT
Sigma SRI World V10 Index EUR PR	EUR	PR	BNP Paribas IP	BIPSSW1P
UOB Asset Management Multi-Asset Absolute Return Strategy 10 ER	USD	ER	UOB	BNPIMA10

## 15. Alternative Synthetic Tracker Indices

The objective of the Index is to provide synthetic exposure to the performance of a notional basket of various Index Component Types which are rebalanced on a regular basis with the objective of replicating a long or short position in the global hedge fund industry. The index aims at tracking this exposure by using a dynamic allocation between liquid major market indices. The Hedge Funds industry performance will be represented by a benchmark and the objective of the index will be to minimize the expected tracking error versus this benchmark. To do so the index will be rebalanced on a monthly basis between liquid indices representative of the global markets. The rebalancing will be conducted based on a "tracking" algorithm which aims at optimizing the long replication of the benchmark on an "ex ante" basis.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Name	Currency	Cash Kind	Bloomberg Code
BNP Paribas Alternative Synthetic Short Tracker EUR Excess Return Index	EUR	ER	BNPIASRE
BNP Paribas Alternative Synthetic Short Tracker EUR Total Return Index	EUR	TR	BNPIASET
BNP Paribas Alternative Synthetic Short Tracker Excess Return Index	USD	ER	BNPIASDE
BNP Paribas Alternative Synthetic Tracker (ALSSTAR) Index TR	USD	TR	BNPIAS
BNP Paribas Alternative Synthetic Tracker (ALSTAR) Index TR	USD	TR	BNPIAT
BNP Paribas Alternative Synthetic Tracker EUR Index TR	EUR	TR	BNPIATET
BNP Paribas Alternative Synthetic Tracker Excess Return Index	USD	ER	BNPIATUE
BNP Paribas Alternative Synthetic Tracker Isovol EUR Total Return Index	EUR	TR	BNPIATEI

## 16. Daily Weekly Indices

The objective of each Index (Dynamic or Fixed) is to monetize the mean reversion of returns of equity futures (the BNPIFEU Index) on a specific index ("**Reference Index**"). This can be achieved by buying the volatility computed using daily returns while selling the volatility

computed using weekly returns. Indeed, when consecutive daily returns of the BNPIFEU Index are all positive (or negative), the daily volatility will be lower than weekly volatility. But when daily returns are mean reverting (some positive and some negative), the daily volatility will be greater than the weekly volatility.

The ER Index is synthetically systematically getting long realized volatility computed with daily returns and short realized volatility computed with weekly returns through delta replication. Delta is rescaled by a "Fixed" or "Dynamic" volatility. The exposure to the Reference Index will be subject to a maximum exposure of 200% and a minimum exposure of -200%.

Unless specifically described in the descriptions below, the Index is calculated, maintained, and published by BNP Paribas Arbitrage (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

Index Name	Currency	Cash Kind	Reference Index	Fixed/Dynamic	Bloomberg Code
BNP Paribas Mean Reverting Daily Weekly Europe Strategy (dynamic rescale) ER	EUR	ER	Euro Stoxx 50	Dynamic	BNPIDWED
BNP Paribas Mean Reverting Daily Weekly Europe Strategy (fixed rescale) ER	EUR	ER	Euro Stoxx 50	Fixed	BNPIDWEF
BNP Paribas Mean Reverting Daily Weekly Europe Strategy (fixed rescale) TR	EUR	ER	Euro Stoxx 50	Fixed	BNPIDTEF
BNP Paribas Mean Reverting Daily Weekly Japan Strategy (dynamic rescale) ER	JPY	ER	Nikkei 225 Index	Dynamic	BNPIDWJD
BNP Paribas Mean Reverting Daily Weekly Japan Strategy (fixed rescale) ER	JPY	ER	Nikkei 225 Index	Fixed	BNPIDWJF
BNP Paribas Mean Reverting Daily Weekly US Strategy (dynamic rescale) ER	USD	ER	S&P 500 Index	Dynamic	BNPIDWUD
BNP Paribas Mean Reverting Daily Weekly Europe Strategy (dynamic rescale) ER	EUR	ER	Euro Stoxx 50	Dynamic	BNPIDWED

## 17. Commodity Indices

Each Index is calculated, maintained, and published by the entity specified in the tables below (the "**Index Calculation Agent**") and sponsored by BNP Paribas (the "**Index Sponsor**").

The Index Methodology and the Rules governing each Index shall be available on <https://indices-globalmarkets.bnpparibas.com/@CodeCynergy@> as soon as such Index is the underlying of a product which is under the scope of the Prospectus Directive.

### 17.1 Oscillator Indices

The Oscillator indices are a family of commodity indices, each comprised of commodity mono-indices, whose objective is to provide exposure to a diversified basket of up to 19 commodities. A so-called 'momentum' strategy is employed, which means that the strength of the price of each commodity compared to the market as a whole is taken into account when determining the daily weight of each commodity mono-index of which the index is comprised. Exposure to the commodity mono-indices is achieved by holding hedge positions in the futures contracts of which the mono-indices are comprised. When each futures contract is due to expire, a dynamic roll-mechanism is used to determine the optimum futures contract to roll the hedge to, reducing the potentially negative effect on the value of the index of rolling futures contracts due to expire.

In order to ensure that no index becomes too highly concentrated in one commodity, the maximum weight of each commodity is 20%. In addition, the weighting of the indices in petroleum components (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) is

limited to 35% in aggregate. Where indicated below, the index is protected from large rises and falls in value by the use of a volatility control mechanism, which reduces the effect of volatility by lowering the exposure of the index to the commodity mono-indices when volatility exceeds a predefined level and, conversely, increasing the exposure of the index to the commodity mono-indices when volatility falls below a predefined level.

Index Name	Currency	Cash Kind	Index Component	Volatility Control	Index Calculation Agent	Bloomberg Code
BNP Paribas Oscillator Commodities ER Core Index	USD	ER	Basket of S&P GSCI Dynamic Roll Commodity Mono-Indices	N/A	Markit	BNPMOCCE
BNP Paribas Oscillator Commodities ER Index	USD	ER	Basket of Diapason Commodities Mono-Indices	11%	BNP Paribas	BNPIOSCE
BNP Paribas Oscillator Commodities TR Index	USD	TR	Basket of Diapason Commodities Mono-Indices	11%	BNP Paribas	BNPIOSCT
BNP Paribas Oscillator Commodities EUR Hedged ER Index	EUR	ER	Basket of Diapason Commodities Mono-Indices	11%	BNP Paribas	BNPIOSEE

### 17.2 BNP Paribas Alpha Curve DR Index

The objective of the BNP Paribas Alpha Curve DR Index is to capture the outperformance of an investment in various S&P GSCI Dynamic Roll Indices versus an investment in the Dow Jones-UBS ex Precious Metals Commodity index by providing (i) long exposure to an enhanced index, comprised of a basket of the Dow Jones-UBS Soybean Oil Index and various S&P GSCI Dynamic Roll Indices and (ii) short exposure to the Dow Jones – UBS ex-Precious Metals Commodity Index. The target weights of the index components of the enhanced index are derived from the weight of each commodity comprised in the Dow Jones-UBS Commodity ex-Precious Metals Index and are adjusted on a yearly basis to maintain the target weighting. If, on any day on which the index is calculated, the weight of any such commodity is observed to be greater than 20% of the enhanced index or the weighting of the enhanced index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) is greater than 35% each, an additional reweighting of the enhanced index will be performed. This mechanism is designed to ensure that the index does not become too highly concentrated in any single commodity, or in the petroleum or soybean sectors. The number of index components in the enhanced index may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS ex-Precious Metals Commodity Index.

Index Name	Currency	Cash Kind	Reference Index	Index Calculation Agent	Bloomberg Code
BNP Paribas Alpha Curve DR Index	USD	Cash Less	Dow Jones – UBS Commodity ex-Precious Metals Index	Structured Solutions AG	BNPIDRAC

### 17.3 BNP Paribas Alpha Backwardation Index

The objective of the BNP Paribas Alpha Backwardation Index is to capture the outperformance of the commodities whose prices are the most backwardated by comparison to the commodity market as a whole. The index generates returns by taking long positions in the most backwardated commodities and short positions in the least backwardated commodities comprised in the Dow Jones-UBS Commodity Index, investing in various Dow Jones-UBS Mono Indices to do so. The index allocation is determined from (i) daily



monitoring of the forward curve shape of each commodity comprised in the Dow Jones-UBS Commodity Index and (ii) the weight of each such commodity. The target weights of the index components are calculated on a daily basis and are based on the relative degree of backwardation or contango of such index component. The maximum weight of any such commodity is 20% of the index (whether long or short) and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) may not exceed 35% each. The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

Index Name	Currency	Cash Kind	Reference Index	Index Calculation Agent	Bloomberg Code
BNP Paribas Alpha Backwardation Index	USD	Cash Less	Dow Jones – UBS Commodity Index	Structured Solutions AG	BNPIF3AB

#### 17.4 BNP Paribas Alpha Momentum Index

The objective of the BNP Paribas Alpha Momentum Index is to capture the outperformance of the recent best-performing commodities comprised in the Dow Jones-UBS Commodity Index. Commodities which have underperformed the market are weighted negatively, while commodities which have outperformed the market are weighted positively, the weight of each commodity being proportional to its weight in the Dow Jones-UBS Commodity Index. The weights of each index component are calculated on a daily basis and the maximum weight of any such commodity is 20% of the index (whether long or short) and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) or soybean sector (soybeans and soybean oil) may not exceed 35% each (whether long or short). The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

Index Name	Currency	Cash Kind	Reference Index	Index Calculation Agent	Bloomberg Code
BNP Paribas Alpha Momentum Index	USD	Cash Less	Dow Jones – UBS Commodity Index	Structured Solutions AG	BNPIF3AM

#### 17.5 BNP Paribas Strategy B51 Index

The objective of the BNP Paribas Strategy B51 Index is to provide exposure to the commodity market enhanced by (i) optimised investment in futures contracts determined according to the forward curve of the relevant commodity and (ii) optimal allocation methodology based on price trends and forward curve shape observations. The index allocation is computed on a daily basis: weights of commodities that have recently outperformed the market or that present the most backwarddated forward curves are increased, while weights of commodities that have recently underperformed the market or that present the least backwarddated forward curves are decreased. The exposure is achieved through S&P GSCI Dynamic Roll indices, indices which are themselves invested in future contracts and which use a dynamic roll mechanism, taking into account the shape of the forward curve for the relevant commodity, to reduce the potentially negative effect of rolling futures contracts due to expire on the value of the index. The maximum weight of each commodity is 20% of the index and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil), soybean sector (soybeans, soybean meal and soybean oil) and wheat sector (wheat, Kansas wheat) may not exceed 35% each. The number of index components may be

adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

<b>Index Name</b>	<b>Currency</b>	<b>Cash Kind</b>	<b>Reference Index</b>	<b>Index Calculation Agent</b>	<b>Bloomberg Code</b>
BNP Paribas Strategy B51 Index	USD	Cash Less	Dow Jones – UBS Commodity Index	Structured Solutions AG	BNPIB51P

## FORM OF THE NOTES

Subject as provided below in relation to French Law Notes, the Notes of each Series will be in either bearer form, with or without interest Coupons attached, or registered form, without Coupons attached. Notes will be issued only outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**").

### **Bearer Notes**

Each Tranche of Bearer Notes will initially be issued in the form of a temporary bearer global note (a "**Temporary Bearer Global Note**") which will (i) if the Global Notes are not intended to be issued in NGN Form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common depository (the "**Common Depository**") for Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and Clearstream, Luxembourg) or to a sub-custodian nominated by the HKMA as operator of the CMU (in the case of Notes to be cleared through the CMU), and (ii) if the Global Notes are intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg, as indicated in the applicable Final Terms.

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or received by the CMU Lodging Agent (in the case of Notes cleared through the CMU).

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a permanent bearer global note (a "**Permanent Bearer Global Note**") of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, Receipts, Coupons and Talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given, provided that purchasers in the United States and certain United States persons will not be able to receive definitive Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for definitive Bearer Notes is improperly withheld or refused. Notwithstanding the foregoing, if the Temporary Bearer Global Note is held by or on behalf of the HKMA as operator of the CMU, the CMU may require that exchange for interests in the Permanent Bearer Global Note is made in whole but not in part and, in such event, no such exchange will be effected until all persons appearing in the records of the CMU as entitled to an interest in the Temporary Bearer Global Note have been so certified.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as

the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, Receipts, Coupons and Talons attached upon either (i) not less than 60 days' written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or not less than 60 days' written notice received from the holder of an interest in such Permanent Bearer Global Note by the CMU Lodging Agent (in the case of Notes cleared through the CMU), or (ii) only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 8 of the Terms and Conditions of the English Law Notes) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or the CMU (in the case of Notes cleared through the CMU) have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 12 of the Terms and Conditions of the English Law Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) may give notice to the Principal Paying Agent (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or any holder of an interest in such Permanent Bearer Global Note may give notice to the CMU Lodging Agent (in the case of Notes cleared through the CMU) requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent or the CMU Lodging Agent, as the case may be, requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent or the CMU Lodging Agent, as the case may be. If the Global Note is a NGN, the Issuer shall procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system.

In the event that the Permanent Bearer Global Note is exchanged for definitive Bearer Notes, such definitive Bearer Notes shall be issued in the minimum Specified Denomination only. Noteholders who hold Notes in the relevant clearing system in amounts that are not integral multiples of the Specified Denomination may need to purchase or sell, on or before the Exchange Date, a principal amount of Notes such that their holding is an integral multiple of the Specified Denomination.

The following legend will appear on all Bearer Notes which have an original maturity of more than 1 year and on all receipts and interest coupons relating to such Notes:

**"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."**

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

Pursuant to the Agency Agreement, the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

## Registered Notes

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States only, will initially be represented by a global note in registered form, without Receipts or Coupons, (a "**Registered Global Note**") which will be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or deposited with a sub-custodian nominated by the HKMA as operator of the CMU and registered in the name of the HKMA in its capacity as operator of the CMU (in the case of Notes cleared through the CMU). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of the Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 1(b) of the Terms and Conditions of the English Law Notes and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the persons shown on the Register (as defined in Condition 4 of the Terms and Conditions of the English Law Notes) as the registered holder of the Registered Global Notes. None of the Issuer any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4 of the Terms and Conditions of the English Law Notes) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without Receipts, Coupons or Talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg (in the case of Notes cleared through Euroclear and/or Clearstream, Luxembourg) or the CMU (in the case of Notes cleared through the CMU) have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 12 of the Terms and Conditions of the English Law Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg or the CMU (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg or the CMU, in each case to the extent applicable.

## French Law Notes

Notwithstanding the foregoing, French Law Notes will be issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in

the books of Euroclear France maintained by the Issuer or by the Registration Agent designated in the relevant Final Terms, all as defined in the Terms and Conditions of the French Law Notes.

### **Applicable Final Terms**

*Set out below is the form of Final Terms.*

The Final Terms will contain the information items permitted under Article 22.4 of Commission Regulation (EC) No 809/2004 (the "**Prospectus Regulation**").

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the English Law Notes or by the Terms and Conditions of the French Law Notes, as the case may be, in which event, other than where such Notes are Exempt Notes, a supplement to the Base Prospectus or a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

## CLEARING SYSTEMS

### 1. Euroclear and Clearstream, Luxembourg

Euroclear and Clearstream, Luxembourg each hold securities for participating organisations and facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others who clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

### 2. Euroclear France

Notes may be accepted for clearance through Euroclear France.

Euroclear France is a French corporation (*société anonyme*) whose articles of incorporation and by-laws are subject to the approval of the French Minister of Finance. As specified in the order of 4 August 1949 its purpose is to facilitate the circulation of securities (*valeurs mobilières*) including notes among member institutions via book-entry transfers. Therefore, Euroclear France operates the clearing for securities on a delivery/payment basis.

Approved financial intermediaries (i.e. credit institutions and *sociétés de bourse*) and other clearing systems (including, directly or indirectly, Euroclear and Clearstream, Luxembourg) are affiliated member institutions of Euroclear France.

### 3. Euroclear Safekeeper

In respect of Bearer Notes which are NGNs, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

### 4. Central Moneymarkets Unit ("CMU")

The CMU is the book-entry clearing system operated by the Hong Kong Monetary Authority ("HKMA"), the government authority in Hong Kong with responsibility for maintaining currency and banking stability. The CMU comprises computerised clearing, settlement and custodian facilities for bills, notes, and bonds issued by the government of the Hong Kong Special Administrative Region, and debt securities issued by both public and private sector entities. The CMU offers the services including real time and end-of day delivery against payment for all CMU securities denominated in Hong Kong dollar, US dollars, Euros and CNY, and cross-border delivery against payment settlement via regional central securities depositories (CSDs) and international central securities depositories (ISCDs) such as Euroclear and Clearstream, Luxembourg.

**FORM OF FINAL TERMS**

***Final Terms dated [●]***

**[BNP PARIBAS**

***(incorporated in France)***

***(the Issuer)]***

***Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]***

***under the €90,000,000,000***

***Euro Medium Term Note Programme***

***(the Programme)***

[Any person making or intending to make an offer of the Notes may only do so:

- (a) in those Public Offer Jurisdictions mentioned in Paragraph [61] of Part A below, provided such person is of a kind specified in that paragraph and that the offer is made during the Offer Period specified in that paragraph; or
- (b) otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or

[Neither] the Issuer [nor] any Dealer has authorised, [n]or [do they] authorise[s], the making of any offer of Notes in any other circumstances.

The expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.<sup>2</sup>

[Investors should note that if a supplement to or an updated version of the Base Prospectus referred to below is published at any time during the Offer Period (as defined below), such supplement or updated base prospectus as the case may be, will be published and made available in accordance with the arrangements applied to the original publication of these Final Terms. Any investors who have indicated acceptances of the Offer (as defined below) prior to the date of publication of such supplement or updated version of the Base Prospectus, as the case may be (the "**Publication Date**"), have the right within two working days of the Publication Date to withdraw their acceptances]<sup>3</sup>

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<sup>2</sup> Consider including this legend where a non-exempt offer of Notes is anticipated.

<sup>3</sup> Include in respect of issues of Notes for which the offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.



## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section[s] entitled ["Terms and Conditions of the English Law Notes"] / ["Terms and Conditions of the French Law Notes"] / [, "Annex 1 - Additional Terms and Conditions for Payouts" [and] "Annex 2 - Additional Terms and Conditions for Index Linked Notes"/"Annex 3 - Additional Terms and Conditions for Share Linked Notes"/"Annex 4 - Additional Terms and Conditions for Inflation Linked Notes"/"Annex 5 – Additional Terms And Conditions For Commodity Linked Notes"/"Annex 6 – Additional Terms and Conditions for Fund Linked Notes"/"Annex 7 – Additional Terms and Conditions for Credit Linked Notes"/"Annex 8 – Additional Terms and Conditions for ETI Linked Notes"/"Annex 9 – Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes"/"Annex 10 – Additional Terms and Conditions for Underlying Interest Rate Linked Notes"] in the Base Prospectus dated 3 June 2013 which received visa no 13-258 from the *Autorité des marchés financiers* ("**AMF**") on 3 June 2013 [and the Supplement[s] to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Directive 2003/71/EC (the "**Prospectus Directive**") (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive, and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus, [these Final Terms [and the Supplement[s] to the Prospectus] [(in each case, together with any documents incorporated therein by reference)] [is] [are] available for viewing at, and copies may be obtained from, BNP Paribas Securities Services, Luxembourg Branch (in its capacity as Principal Paying Agent), 33, rue de Gasperich, Howald - Hesperange, L-2085 Luxembourg and (save in respect of the Final Terms) on the Issuer's website (www.invest.bnpparibas.com)]. The Base Prospectus, [these Final Terms [and the Supplement[s] to the Prospectus] will also be available on the AMF website (www.amf-france.org) [and these Final Terms will be available for viewing on the website of [insert name of the Regulated Market on which the Notes are admitted to trading]. A copy of these Final Terms and the Base Prospectus [and the Supplement[s] to the Prospectus] will be sent free of charge by the Issuer to any investor requesting such documents]. [A summary of the Notes (which comprises the Summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.]

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section[s] entitled ["Terms and Conditions of the English Law Notes"] / ["Terms and Conditions of the French Law Notes"] / [and "Annex 1 - Additional Terms and Conditions for Payouts" [and] "Annex 2 - Additional Terms and Conditions for Index Linked Notes"/"Annex 3 - Additional Terms and Conditions for Share Linked Notes"/"Annex 4 - Additional Terms and Conditions for Inflation Linked Notes"/"Annex 5 – Additional Terms And Conditions For Commodity Linked Notes"/"Annex 6 – Additional Terms and Conditions for Fund Linked Notes"/"Annex 7 – Additional Terms and Conditions for Credit Linked Notes"/"Annex 8 – Additional Terms and Conditions for ETI Linked Notes"/"Annex 9 – Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes"/"Annex 10 – Additional Terms and Conditions for Underlying Interest Rate Linked Notes"] in the Base Prospectus dated [original date] [and the Supplement[s] to it dated [●]] which are incorporated by reference in the Base Prospectus dated 3 June 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive, and must be read in conjunction with the Base Prospectus dated 3 June 2013 which received visa no 13-258 from the *Autorité des marchés financiers* ("**AMF**") on 3 June 2013 [and the Supplement[s] to it dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), including the [Conditions] incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus.[A summary of the Notes (which comprises the Summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.] [The Base Prospectus, [these Final Terms [and the Supplement(s) to the Prospectus] [is] [are] available for viewing at, and copies may be obtained from [the Principal Paying Agent] and will be available on the AMF website (www.amf-france.org.)]

*The following alternative language applies in respect of issues of Notes where the public offer period spans a supplement to the Base Prospectus or an update to the Base Prospectus.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 3 June 2013 which received visa no 13-258 from the *Autorité des marchés financiers* ("**AMF**") on 3 June 2013 [and the Supplement to the Base Prospectus dated [●] (together, the "**2013 Base Prospectus**")] notwithstanding the approval of an updated base prospectus which will replace the 2013 Base Prospectus (the "**2014 Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and (i) prior to the Approval Date, must be read in conjunction with the 2013 Base Prospectus, as supplemented, and (ii) on and after the Approval Date, must be read in conjunction with the 2014 Base Prospectus, save in respect of the Conditions which are extracted from the 2013 Base Prospectus, as supplemented. The 2013 Base Prospectus, as supplemented, constitutes, and the 2014 Base Prospectus will constitute, a base prospectus for the purposes of the Prospectus Directive. Full information on BNP Paribas (the "**Issuer**") and the offer of the Notes is only available on the basis of the combination of these Final Terms and either (i) prior to the Approval Date, the 2013 Base Prospectus, as supplemented, or (ii) on or after the Approval Date, the 2013 Base Prospectus, as supplemented, and the 2014 Base Prospectus. [The 2013 Base Prospectus, as supplemented, and these Final Terms are available [on the AMF website [www.amf-france.org](http://www.amf-france.org)], and the 2014 Base Prospectus will be available for viewing at [address] [and] [website] and copies may be obtained from [address].]

*[Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.]*

*[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

1. Issuer: BNP Paribas
2. (i) Series Number: [●]  
(ii) Tranche Number: [●]  
*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*
3. Specified Currency: [●]
4. Aggregate Nominal Amount:  
(i) Series: [●]  
(ii) Tranche: [●]
5. Issue Price of Tranche: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only if applicable)]
6. Minimum Trading Size: [specify]
7. (i) Specified Denominations: [●]

*(N.B. Following the entry into force of the 2010 PD Amending Directive on 31 December 2010, Notes to be admitted to trading on a regulated market within the European Economic Area with a maturity date which will fall after the implementation date of the 2010 PD Amending Directive in the relevant European*

*Economic Area Member State (which is due to be no later than 1 July 2012) must have a minimum denomination of €100,000 (or equivalent) in order to benefit from Transparency Directive exemptions in respect of wholesale securities. Similarly, Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of €100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)*

*(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*

*"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")*

*(In respect of French Law Notes, there shall be one denomination only.)*

- |      |                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ii) | Calculation Amount<br>(Applicable to Notes in definitive form):       | <p><b>[●]</b> <i>(If only one Specified Denomination, insert the Specified Denomination.</i></p> <p><i>If more than one denomination, insert the highest common factor.</i></p> <p><i>Note: There must be a common factor in the case of two or more Specified Denominations.)</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8.   | (i) [Issue Date [and Interest Commencement Date]:]                    | <b>[●]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|      | (ii) [Interest Commencement Date (if different from the Issue Date):] | [specify/Issue Date/Not Applicable]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.   | Maturity Date:                                                        | <p>[Specify date] [or if that is not a Business Day the immediately [succeeding/preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [(the "<b>Scheduled Maturity Date</b>") [subject as provided in Fund Linked Condition 5 (include for Fund Linked Notes)]. [subject as provided in Annex 7 – "Additional Terms and Conditions for Credit Linked Notes] (include for Credit Linked Notes)].</p> <p>[Fixed Rate – specify date/Floating Rate – Interest Payment Date falling in or nearest to [specify month]][(NB: The Maturity Date [should not be/may need to be not] less than one year after the Issue Date)]</p> <p><i>[In the case of Subordinated Notes, the minimum maturity will be five years]</i></p> |
| 10.  | Form of Notes:                                                        | [Bearer/Registered]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

11. Interest Basis:  per cent. Fixed Rate   LIBOR/EURIBOR +/-  per cent. Floating Rate  Zero Coupon  Index Linked Interest  Share Linked Interest  Inflation Linked Interest  Commodity Linked Interest  Fund Linked Interest  ETI Linked Interest  Foreign Exchange (FX) Rate Linked Interest  Underlying Interest Rate Linked Interest  Hybrid Interest (further particulars specified below)
- [Non-interest bearing]
- Coupon Switch: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
12. Redemption/Payment Basis:  Redemption at par  Index Linked Redemption  Share Linked Redemption  Inflation Linked Redemption  Commodity Linked Redemption  Fund Linked Redemption  Credit Linked Redemption  ETI Linked Redemption  Foreign Exchange (FX) Rate Linked Redemption  Underlying Interest Rate Linked Redemption  Hybrid Redemption  Partly Paid  Instalment (See paragraph  below)
- Payout Switch: [Applicable/Not applicable]
- [Payout Switch Election: [Applicable/Not Applicable]]
- [If applicable insert relevant provisions from Conditions]*
13. Change of Interest Basis or Redemption/Payment Basis: *[Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]*  Not Applicable
14. Put/Call Options:  Noteholder Put  Issuer Call (further particulars specified below)  Not applicable
15. Exchange Rate *[If applicable insert rate of exchange and details of how and when such rate is to be ascertained]*
16. Status of the Notes:  Senior/ Dated/ Undated  Subordinated (if subordinated specify  Unsubordinated/ Subordinated interest)
17. Knock-in Event: [Applicable/Not applicable]
- [If applicable:
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]*
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) SPS Knock-in Valuation: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
- (ii) Level: [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Level]  Not Applicable
- (iii) Knock-in Level/Knock-in *[specify]*

- Range Level:
- (iv) Knock-in Period Beginning Date: *[specify]*
  - (v) Knock-in Period Beginning Date Convention: [Applicable/Not applicable]
  - (vi) Knock-in Determination Period: *[specify]*/[See definition in Condition [●]]
  - (vii) Knock-in Determination Day(s): *[specify]*/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business Day/Fund Business Day/Business Day]in the Knock-in Determination Period]
  - (viii) Knock-in Period Ending Date: *[specify]*
  - (ix) Knock-in Period Ending Date Day Convention: [Applicable/Not applicable]
  - (x) Knock-in Valuation Time: *[specify]*/See definition in Condition [●]/[Valuation Time]/[Any time on a Knock-in Determination Day]/Not applicable]
  - (xi) Knock-in Observation Price Source: *[specify]*
  - (xii) Disruption Consequences: [*Applicable/Not applicable*]
- 18. Knock-out Event<sup>4</sup>:** [Applicable/Not applicable]
- [If applicable:
- [specify]*/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) SPS Knock-out Valuation: [Applicable/Not applicable]
  - (ii) *Level:* [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Level]
  - (iii) *Knock-out Level /Knock-out Range Level:* *[specify]*
  - (iv) Knock-out Period Beginning Date: *[specify]*
  - (v) Knock-out Period Beginning Date Convention: [Applicable/Not applicable]
  - (vi) Knock-out Determination Period: *[specify]*/[See definition in Condition [●]]
  - (vii) Knock-out Determination Day(s): *[specify]*/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business

<sup>4</sup> Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

		Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
	(viii) Knock-out Period Ending Date:	[specify]
	(ix) Knock-out Period Ending Date Convention:	[Not Applicable/Applicable]
	(x) Knock-out Valuation Time:	[specify]/[See definition in Condition [●]] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
	(xi) Knock-out Observation Price Source:	[specify]
	(xii) Disruption Consequences:	[Applicable/Not applicable]
<b>19.</b>	Method of distribution:	[Syndicated/Non-syndicated]
<b>20.</b>	Interest:	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Interest Period(s):	[specify]
	(ii) Interest Period End Date(s):	[specify]
	(iii) Business Day Convention for Interest Period End Date(s):	[Following / Modified Following / Preceding / FRN / None / Not applicable]
	(iv) Interest Payment Date(s):	[specify]
	(v) Business Day Convention for Interest Payment Date(s):	[Following / Modified Following / Preceding / FRN / None / Not applicable]
		<i>(If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)</i>
	(vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[specify]
	(vii) Margin(s):	[[+/-][specify] per cent. per annum / Not applicable]
	(viii) Minimum Interest Rate:	[[specify] per cent. per annum / Not applicable]
	(ix) Maximum Interest Rate:	[[specify] per cent. per annum / Not applicable]
	(x) Day Count Fraction:	[specify] / [unadjusted]
	(xi) Determination Dates:	[specify] in each year <i>[insert regular payment dates, ignoring issue date or redemption date in the case of a long or short first or last coupon.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>
	(xii) Accrual to Redemption:	[Applicable/Not applicable]
	(xiii) Rate of Interest:	[Fixed Rate]

Include one of the following if applicable:

- [Floating Rate]
- [Linked Interest]
- [SPS Fixed Coupon]
  - [Insert formula and other related provisions from Payout Conditions]*
- [Digital Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Snowball Digital Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Accrual Digital Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Stellar Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Cappuccino Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Ratchet Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Driver Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Sum Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Option Max Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [FI Digital Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Range Accrual Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [Combination Floater applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*
- [PRDC Coupon applicable:
  - [Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

*provisions from Payout Conditions]]*

[FI Digital Floor Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

[FI Digital Cap Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

[FI Target Coupon applicable:

*[Insert relevant value(s) and other related provisions from Payout Conditions]]*

[Rate:

[Fixed Rate]

[Floating Rate]

[Vanilla Call Rate

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

[Vanilla Call Spread Rate

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

**21. Fixed Rate Provisions:**

[Applicable/Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

*(If more than one fixed rate is to be determined, repeat items [21(i)] to [21(iii)] for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B)*

(i) Fixed Rate[(s)] of Interest:

[●] per cent. [per annum] [payable [annually/semi-annually/quarterly] in arrear] on each Interest Payment Date

(ii) Fixed Coupon Amount(s):

[●] per Calculation Amount

(iii) Broken Amount(s):

[[●] per Calculation Amount, payable on the Interest Payment Date falling [in/or] [●]. *Insert particulars of any Initial or Final Broken Amounts of interest which do not correspond with the Fixed Coupon Amount(s)]*

**22. Floating Rate Provisions:**

[Applicable/Not applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

*(If more than one floating rate is to be determined, repeat items [●] to [●] for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B)*



- (i) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/FBF Determination]
- (ii) Screen Rate Determination:
- Reference Rate: [●] month [LIBOR][EURIBOR][●]  
*(Either LIBOR, EURIBOR or other, although additional information is required if other – [including fallback provisions in the Agency Agreement])*
  - Interest Determination Date(s): [●]  
*(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR) and second TARGET2 day prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
  - Specified Time: [●] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
  - Relevant Screen Page: [●]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iii) ISDA Determination:
- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]  
*(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- 23.** Zero Coupon Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [●] per cent. per annum
- (ii) Reference Price: [●]
- 24.** Index Linked Interest Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices: [●]  
[Composite/non Composite]  
[Custom Index]
- (ii) Index Currency: [specify]
- (iii) Screen Page: [●]
- (iv) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]

[Modified Postponement]

*(Only applicable if Modified Postponement is applicable as an Averaging election)*

[Specified Maximum Days of Disruption will be equal to: [●]/[eight]]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (v) Strike Date: [●]
- (vi) Interest Valuation Date(s): [specify]
- (vii) Observation Date(s): [[●]/Not applicable.]
- [In the event that an Observation Date is a Disrupted Day/[Omission/Postponement/Modified Postponement] [ the provisions of Annex 2] will apply.]
- (viii) Observation Period: [specify/Not applicable]]
- (ix) Specified Maximum Days of Disruption: [As defined in Annex 2]/[specify] Scheduled Trading Days]
- (x) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] *(standard election is All Indices Basis)*
- (xi) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]
- (must match election made for Exchange Business Day)*
- (xii) Exchange(s) and Index Sponsor:
- (a) the relevant Exchange[s] [is/are] [●]; and
- (b) the relevant Index Sponsor is [●].
- (xiii) Related Exchange: [specify/[All Exchanges]]
- (xiv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]. *(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices)]*
- (xv) Interest Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)*
- (xvi) Index Correction Period: [As per Conditions/specify]
- (xvii) Optional Additional Disruption Events:
- (a) [(The following Optional Additional Disruption Events apply:]

(Specify each of the following which applies.)

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]

[Loss of Stock Borrow]

[Force Majeure Event] (N.B. Only applicable to Custom Indices)

Trade Date:

[●]

- (b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]

(N.B. only applicable if Loss of Stock Borrow is applicable)]

- (c) [[([The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]

(N.B. only applicable if Increased Cost of Stock Borrow is applicable)]]

- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable /Not applicable]

[if applicable:

Principal Protection Termination Amount: [Applicable/Not applicable]]

(xviii) Market Disruption:

Specified Maximum Days of Disruption will be equal to [●]/[eight]:

(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)

(xix) Delayed Redemption on the Occurrence of Index Adjustment Event:

[Applicable/Not applicable]

[if applicable:

Principal Protection Termination Amount: [Applicable/Not applicable]]

(xx) Additional provisions applicable to Custom Indices:

[Applicable/Not applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Averaging:

Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]

[In the event that an Averaging Date is a Disrupted Day, Condition 9.2 of Index Linked Conditions will apply.]

[Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]

(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)

- (b) Strike Price: **[●]**
- (c) Custom Index Business Day: **[(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]**
- (d) Scheduled Custom Index Business Day: **[(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]**  
(Must match election made for Custom Index Business Day)
- (e) Valuation Time: **[As per the Conditions]/[●], being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] (N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)**
- (f) Custom Index Correction Period: **[As per Conditions]/[●]specify]**
- (g) Custom Index Disruption Event: **[Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]**  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*
- (h) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: **[Applicable with a rate of [●] per cent. per annum/Not applicable]**
- 25. Share Linked Interest Provisions** **[Applicable/Not applicable]**  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Share(s)/Share Company/Basket of Shares/GDR/ADR: **[●]**  
**[Insert GDR/ADR]<sup>5</sup>**
- (ii) Relative Performance Basket: **[Not applicable/specify]**
- (iii) Share Currency: **[specify]**
- (iv) ISIN of Share(s): **[specify]**
- (v) Screen Page/Exchange Code: **[specify]**
- (vi) Averaging: **Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]**  
**[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]**  
**[Modified Postponement]**  
*(Only applicable if Modified Postponement is applicable as an Averaging election)*

<sup>5</sup> Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

- [Specified Maximum Days of Disruption will be equal to: /eight]
- (If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (vii) Strike Date:
- (viii) Interest Valuation Date(s): *[specify]*
- (ix) Observation Date(s): /Not applicable.]  
 [In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] will apply.]
- (x) Observation Period: *[specify/Not applicable]*
- (xi) Exchange Business Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] *(standard election is All Shares Basis)*
- (xii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(must match election made for Exchange Business Day)*
- (xiii) Exchange(s): The relevant Exchange[s] .
- (xiv) Related Exchange(s): *[specify/All Exchanges]*
- (xv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is . Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]. *(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares)]*
- (xvi) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.]  
 [The Valuation Time is , being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. If no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)*
- (xvii) Share Correction Period: *[As per Conditions/specify]*
- (xviii) Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply:]  
 (Specify each of the following which applies)  
 [Insolvency Filing]  
 [Increased Cost of Hedging]  
 [Increased Cost of Stock Borrow]  
 [Loss of Stock Borrow]  
 [Stop-Loss Event]  
 [Stop-Loss Event Percentage:  per cent.]
- Trade Date:

- (b) **[[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]**  
*(N.B. Only applicable if Loss of Stock Borrow is applicable)]*
- (c) **[[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]**  
*(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)]*
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: **[Applicable/Not applicable]**  
**[if applicable:**  
Principal Protection Termination Amount: **[Applicable/Not applicable]]**
- (xix) Market Disruption: Specified Maximum Days of Disruption will be equal to **[●]/[eight]:**  
*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight)*
- (xx) Tender Offer: **[Applicable/Not applicable]**
- (xxi) Listing Change: **[Applicable/Not applicable]**
- (xxii) Listing Suspension: **[Applicable/Not applicable]**
- (xxiii) Illiquidity: **[Applicable/Not applicable]**
- (xxiv) Delayed Redemption on the Occurrence of an Extraordinary Event: **[Applicable/Not applicable]**  
**[if applicable:**  
Principal Protection Termination Amount: **[Applicable/Not applicable]]**
- 26. Inflation Linked Interest Provisions:** **[Applicable/Not applicable]**  
*(If not applicable, delete the remaining subparagraphs of this paragraph) (If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)*
- (i) Index: **[●]**  
**[Composite/non Composite]**
- (ii) Screen Page/Exchange Code: **[●]**
- (iii) Cut-Off Date: **[●]/[Not applicable]**
- (iv) Related Bond: **[●]/Fall Back Bond**

- (v) Issuer of Related Bond: /[Not applicable]
- (vi) Fall Back Bond: [Applicable/Not applicable]
- (vii) Index Sponsor:
- (viii) Related Bond Redemption Event: [Applicable/Not applicable]
- (ix) Determination Valuation Date:
- (x) Optional Additional Disruption Events: [The following Optional Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
[Increased Cost of Hedging]  
Trade Date:
27. Commodity Linked Interest Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Commodity/Commodities/Commodity Index/Commodity Indices:   
[The Sponsor[s] of the Commodity Index/Indices is/are
- (ii) Pricing Date(s):
- (iii) Initial Pricing Date: [specify]
- (iv) Final Pricing Date: [specify]
- (v) Commodity Reference Price:   
The Price Source is/are
- (vi) Delivery Date:  / [Not Applicable]
- (vii) Nearby Month: /[Not Applicable]
- (viii) Specified Price: [specify]
- (ix) Exchange(s): The relevant Exchange[s] [is/are]  / [Not Applicable].
- (x) Specified Maximum Days of Disruption: /[five]  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to two) (applicable only to Price Source Disruption or Trading Disruption)*
- (xi) Disruption Fallback(s): [As per Commodity Linked Condition 8]/[Not applicable]
- (xii) Optional Additional Disruption Events: [Not applicable]/[The following Optional Additional Disruption Events apply to the Notes:]  
  
[[The Trade Date is .]
- (xiii) Weighting: The Weighting to be applied to each item comprising the Commodity Basket is

- 28. Fund Linked Interest Provisions:** [Applicable/Not applicable]
- (i) Fund: [●]  
 [The [●] Fund is a Mutual Fund]  
 [The [●] Fund is a Hedge Fund]  
 [The [●] Fund is a Private Equity Fund]
- (ii) Fund Shares: [●]
- (iii) Fund Documents: [As per the Conditions][●]
- (iv) Fund Business Day: [All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]
- (v) Fund Service Provider: [As per Conditions]/[●]
- (vi) Calculation Date(s): [As per Conditions]/[●]
- (vii) Initial Calculation Date: [As per Conditions]/[●]
- (viii) Final Calculation Date: [●]
- (ix) Hedging Date: [●]
- (x) NAV Trigger Percentage: [As per Conditions]/[●]
- (xi) NAV Trigger Period: [As per Conditions]/[●]
- (xii) Number of NAV Publication Days: [As per Conditions]/[●]
- (xiii) AUM Level: [As per Conditions]/[specify]
- (xiv) Basket Trigger Level: [●]/[As per Conditions]
- (xv) Interest Valuation Date: [●]
- (xvi) Termination Amounts: [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[specify]/[Not applicable]
- (xvii) Simple Interest Spread: [As per Conditions]/[specify]/[
- (xviii) Termination Date: [●]
- (xix) Weighting: The Weighting to be applied to each Fund Share comprising the Fund Basket is [●]
- (xx) Protected Amount [specify] per Specified Denomination
- (xxi) Delayed Redemption on the Occurrence of an Extraordinary Fund Event: [Applicable/Not applicable]
- (xxii) Delayed Payment Cut-Off Date: [As per Conditions]/[specify]
- 29. ETI Linked Interest Provisions:** [Applicable/Not applicable]  
 (If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) ETI/ETI Basket: [●]
- (ii) ETI Interest(s): [Insert type of ETI Interest(s)]
- (iii) ETI Related Party: [As per Conditions]/[specify]
- (iv) Averaging: Averaging [applies/does not apply to the Notes]. [The Averaging Dates are [●].]



[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]

[Modified Postponement]

*(Only applicable if Modified Postponement is applicable as an Averaging election)*

[Specified Maximum Days of Disruption will be equal to: /eight]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (v) Exchange(s): [The relevant Exchange[s] [is/are] /Not applicable]
- (vi) Related Exchange: [specify]/[All Exchanges]/[Not applicable]
- (vii) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
- (viii) Scheduled Trading Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
- (ix) Calculation Date(s): [As per Conditions]/[specify]
- (x) Initial Calculation Date: [As per Conditions]/[specify]
- (xi) Final Calculation Date: [specify]
- (xii) Hedging Date: [specify]
- (xiii) Investment/AUM Level: [As per Conditions][specify]
- (xiv) Value per ETI Interest Trading Price Barrier: [As per Conditions]/[specify]
- (xv) Number of Value Publication Days:  calendar days  Business Days (as defined in Condition 3(b))
- [Additional Financial Centre: [specify]]
- (N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)*
- (xvi) NAV Trigger Percentage: [As per Conditions]/[specify]
- (xvii) NAV Trigger Period: [As per Conditions]/[specify]
- (xviii) Basket Trigger Level: [As per Conditions]/[specify]
- (xix) Settlement Price: [Official closing price]/[NAV per ETI Interest]
- (xx) Valuation Time: [specify]
- (xxi) Interest Valuation Time: [specify]
- (xxii) Interest Valuation Date: [specify]
- (xxiii) Maximum Stock Loan Rate: [Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is .]
- (xxiv) ETI Interest Correction Period: [specify]
- (xxv) Termination Amount: [Principal Protected Termination Amount]/[Non-

		Principal Protected Termination Amount]/[specify]
(xxvi)	Simple Interest Spread:	[As per Conditions]/[specify]
(xxvii)	Termination Date:	[specify]
(xxviii)	Market Disruption:	Specified Maximum Days of Disruption will be equal to [●][eight (8)] Scheduled Trading Days
(xxix)	Weighting:	The Weighting to be applied to each ETI Interest comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes] [specify] (N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket)
(xxx)	ETI Documents:	[As per Conditions]/[specify]
(xxxi)	Protected Amount	[Not Applicable]/[specify] per Specified Denomination
(xxxii)	Delayed Redemption on the Occurrence of an Extraordinary ETI Event:	[Applicable/Not applicable]
(xxxiii)	Delayed Payment Cut-Off Date:	[As per Conditions]/[specify]
<b>30.</b>	Foreign Exchange (FX) Rate Linked Interest Provisions:	[Applicable/Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i)	The relevant base currency (the " <b>Base Currency</b> ") is:	[specify]
(ii)	The relevant subject [currency/currencies] ([each a]/[the] " <b>Subject Currency</b> ") [is/are]:	[specify]
(iii)	Weighting:	[specify]
(iv)	Price Source:	[specify]
(v)	Disruption Event:	Specified Maximum Days of Disruption will be equal to [●]/[five]  <i>(If no specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)</i>
(vi)	Delayed Redemption on Occurrence of a Disruption Event:	[Applicable/Not applicable] [if applicable: Principal Protection Termination Amount: [Applicable/Not applicable]]
(vii)	Relevant Screen Page:	[specify]
(viii)	Interest Valuation Time:	[specify]
(ix)	Interest Valuation Date:	[●]
(x)	Optional Additional Disruption Events:	[(The following Optional Additional Disruption Events apply to the Notes:]  <i>(Specify each of the following which applies)</i> [Increased Cost of Hedging]

- [[The Trade Date is [●].]
- 31.** Underlying Interest Rate Linked Interest Provisions: [Applicable/Not applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Underlying Interest Determination Date(s): [specify]
- (If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:")*
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination/ISDA Determination]
- (iii) Screen Rate Determination:
- Underlying Reference Rate: [specify]  
*(Either LIBOR, EURIBOR or other)*
  - Specified Time: [specify]  
*(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
  - Relevant Screen Page: [specify]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iv) ISDA Determination:
- Floating Rate Option: [specify]
  - Designated Maturity: [specify]
  - Reset Date: [specify]
- (v) Underlying Margin(s): [+/-][●] per cent. per annum
- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum
- (If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>2</sub>:" and repeat items 32(ii) to (vii).  
Repeat for each Underlying Interest Rate.)*
- 32.** Additional Business Centre(s) (Condition 3(b) of the Terms and Conditions of the English Law Notes or Condition 3(b) of the Terms and Conditions of the [●]

French Law Notes, as the case may be):

33. Final Redemption: [Calculation Amount x [●] per cent.]/[Final Payout]

34. Final Payout: [Not applicable]

[SPS Payouts

**[SPS Fixed Percentage Notes**

*[Insert formula and other related provisions from Payout Conditions]]*

**[SPS Reverse Convertible Notes**

[SPS Reverse Convertible Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

[SPS Reverse Convertible Standard Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]]*

**[SPS Vanilla Products**

[Vanilla Call Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Call Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Put Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Put Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Digital Notes:

*Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[[Knock-in / Knock-out] Vanilla Call Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]]*

**[Asianing Products**

[Asian Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Asian Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Himalaya Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]]*

**[Auto-Callable Products**

[Autocall Notes:

*[Insert formula, relevant value(s) and other related*

*provisions from Payout Conditions.]]*

[Autocall Standard Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Autocall One Touch Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]]*

#### **[Indexation Products**

[Certi Plus: Booster Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi Plus: Bonus Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi Plus: Leveraged Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi Plus: Twin Win Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi Plus: Super Sprinter Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi plus: Generic Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Certi plus: Generic Knock-in Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]]*

[Ratchet Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Sum Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Option Max Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

FI Payouts

[FI FX Vanilla Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[FI Digital Floor Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[FI Digital Cap Notes:  
[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]

[FI Digital Plus Notes:  
[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]

- 35.** Automatic Early Redemption: [Applicable/Not applicable]
- (i) Automatic Early Redemption Event: [Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]
- (ii) Automatic Early Redemption Valuation Time: [specify]
- (iii) Automatic Early Redemption Payout: [SPS Automatic Early Redemption Payout: [Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]  
[Target Automatic Early Redemption:  
[Insert relevant provisions from Conditions]  
[FI Underlying Automatic Redemption]  
[Accrual to Automatic Early Redemption:  
[Application/Not applicable]  
[Insert relevant provisions from Conditions]  
[FI Coupon Automatic Early Redemption:  
[Insert relevant provisions from Conditions]
- (iv) Automatic Early Redemption Date(s): [specify]
- (v) Automatic Early Redemption Level: [specify]
- (vi) Automatic Early Redemption Percentage: [[●] per cent.][Not applicable]
- (vii) Automatic Early Redemption Percentage Up: [[●] per cent.][Not applicable]
- (viii) Automatic Early Redemption Percentage Down: [[●] per cent.][Not applicable]
- (ix) AER Exit Rate: [AER Rate  
[Insert relevant provisions from Conditions]  
[AER Athena up Rate  
[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]  
[AER CSN Rate  
[Insert relevant provisions from Conditions]
- (x) Automatic Early Redemption Valuation [specify]

- Date(s)/Period(s): *[For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)]*
- (xi) Observation Price Source: *[specify]/[Not applicable]*
- (xii) Underlying Reference Level: *[Official level]/[Official close]/[last price]/[Bid price]/[Asked price]/Standard Underlying Reference Level]/[Not applicable]*
- 36. Issuer Call Option:** *[Applicable/Not applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): *[●]*
- (ii) Optional Redemption Valuation Date(s): *[●]*
- (iii) Optional Redemption Amount(s): *[Calculation Amount x [●] percent]*  
*[SPS Call Payout]*  
*[Insert formula, relevant value(s) and related provisions from Payout Conditions]*
- (iv) If redeemable in part:
- (a) Minimum Redemption Amount: *[●]*
- (b) Higher Redemption Amount: *[●]*
- (v) Notice period: Minimum notice period: *[●]*  
Maximum notice period: *[●]*  
*(N.B. When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.)*
- 37. Noteholder Put Option:** *[Applicable/Not applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): *[●]*
- (ii) Optional Redemption Valuation Date(s): *[●]*
- (iii) Optional Redemption Amount(s): *[Calculation Amount x [●] percent]*  
*[SPS Put Payout ]*  
*[Insert formula, relevant value(s) and related provisions from Payout Conditions]*
- (iv) Notice period: Minimum notice period: *[●]*

Maximum notice period: [●]

*(N.B. When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.)*

38. Aggregation: [Applicable/Not applicable]
39. Index Linked Redemption Amount: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices: [●]
- [Composite/non Composite]
- [Custom Index]
- (ii) Index Currency: [specify]
- (iii) Screen Page: [specify]
- (iv) Specified Maximum Days of Disruption: [As defined in Annex 2][specify] Scheduled Trading Days]
- (v) Strike Date: [●]
- (vi) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]
- [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- [Modified Postponement]
- (Only applicable if Modified Postponement is applicable as an Averaging election)*
- [Specified Maximum Days of Disruption will be equal to: [●]/[eight]]
- (If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (vii) Redemption Valuation Date: [specify]
- (viii) Observation Date(s): [The Observation Date(s) is/are [●]/Not applicable].]
- [In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]
- (ix) Observation Period: [specify/Not applicable]
- (x) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]
- (standard election is All Indices Basis)*
- (xi) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]



- (must match election made for Exchange Business Day)
- (xii) Exchange(s) and Index Sponsor:
- (a) the relevant Exchange[s] [is/are] [●]; and
- (b) the relevant Index Sponsor is [●].
- (xiii) Related Exchange: [specify/All Exchanges]
- (xiv) Weighting: [Not applicable/The Weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]/[specify]. (N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices)
- (xv) Valuation Time: [Scheduled Closing Time]/[Any time [on the relevant Settlement Price Date] / [during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (N.B. If no time specified, the Valuation Time will be the Scheduled Closing Time) (N.B. Only applicable to Indices other than Custom Indices)
- [As per the Conditions]/[●] being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] (N.B. If no time specified, the Valuation Time will be as per the Conditions) (N.B. Only applicable to Custom Indices)
- (xvi) Index Correction Period: [As per Conditions]/[specify]]
- (xvii) Optional Additional Disruption Events:
- (a) [The following Optional Additional Disruption Events apply to the Notes:]
- (Specify each of the following which applies)
- [Increased Cost of Hedging]
- [Increased Cost of Stock Borrow]
- [Loss of Stock Borrow]
- [Force Majeure Event] (N.B. Only applicable to Custom Indices)
- Trade Date: [●]
- (b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant security] is [●].]
- (N.B. Only applicable if Loss of Stock Borrow is applicable)]
- (c) [[The Initial Stock Loan rate in respect of [specify in relation to each relevant security] is [●].]
- (N.B. only applicable if Increased Cost of Stock Borrow is applicable)]
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional

- Additional Disruption Event: [Applicable/Not applicable]
- [if applicable:  
Principal Protection Termination Amount: [Applicable/Not applicable]]
- (xviii) Market Disruption: Specified Maximum Days of Disruption will be equal to [●]/[eight]:  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (xix) Delayed Redemption on the Occurrence of Index Adjustment Event: [Applicable/Not applicable]  
[if applicable:  
Principal Protection Termination Amount: [Applicable/Not applicable]]
- (xx) Additional provisions applicable to Custom Indices: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
  
[In the event that an Averaging Date is a Disrupted Day, Condition 9.2 of Index Linked Conditions will apply.]  
[Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*
- (b) Strike Price: [●]
- (c) Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
- (d) Scheduled Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]  
(Must match election made for Custom Index Business Day)
- (e) Custom Index Correction Period: [As per Conditions]/[[●]specify]
- (f) Custom Index Disruption Event: [Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*
- (g) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: [Applicable with a rate of [●] per cent. per annum /Not applicable]

40. Share Linked Redemption Amount: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Share(s)/Share Company/Basket Company/GDR/ADR: [●]  
 [Insert GDR/ADR]<sup>6</sup>
- (ii) Relative Performance Basket: [Not applicable/specify]
- (iii) Share Currency: [specify]
- (iv) ISIN of Share(s): [specify]
- (v) Screen Page/Exchange Code: [specify]
- (vi) Strike Date: [●]
- (vii) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
 [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]  
 [Modified Postponement]  
*(Only applicable if Modified Postponement is applicable as an Averaging election)*  
 [Specified Maximum Days of Disruption will be equal to: [●]/[eight]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (viii) Redemption Valuation Date: [specify]
- (ix) Observation Date(s): [The Observation Date(s) is/are [●]/Not applicable].]  
 [In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] will apply.]
- (x) Observation Period: [specify/Not applicable]
- (xi) Exchange Business Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(standard election is All Shares Basis)*
- (xii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(must match election made for Exchange Business Day)*
- (xiii) Exchange(s): The relevant Exchange[s] [is/are] [●].
- (xiv) Related Exchange(s): [specify/All Exchanges]
- (xv) Weighting: [Not applicable]/[The Weighting to be applied to each

<sup>6</sup> Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

- item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]/[specify]. (N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares)
- (xvi) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date] /during the Observation Period.] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time).
- (xvii) Share Correction Period: [As per Conditions/specify]
- (xviii) Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply to the Notes:]  
(Specify each of the following which applies)  
[Increased Cost of Hedging]  
[Increased Cost of Stock Borrow]  
[Insolvency Filing]  
[Loss of Stock Borrow]  
[Stop-Loss Event]  
[Stop-Loss Event Percentage: [5] per cent.]
- Trade Date [●]
- (b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]  
(N.B. Only applicable if Loss of Stock Borrow is applicable)]
- (c) [[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]  
(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)]
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]  
[if applicable:  
Principal Protection Termination Amount: [Applicable/Not applicable]]
- (xix) Market Disruption: Specified Maximum Days of Disruption will be equal to [●]/[eight]  
(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)
- (xx) [Tender Offer: [Applicable/Not applicable]]

	(xxi) Delayed Redemption on the Occurrence of an Extraordinary Event:	[Applicable/Not applicable] [if applicable: Principal Protection Termination Amount: [Applicable/Not applicable]]
	(xxii) Listing Change:	[Applicable/Not applicable]
	(xxiii) Listing Suspension:	[Applicable/Not applicable]
	(xxiv) Illiquidity:	[Applicable/Not applicable]
<b>41.</b>	Inflation Linked Redemption Amount:	[Applicable/Not applicable]
	(i) Index/Indices:	[●] [Composite/non Composite]
	(ii) Cut-Off Date:	[●]/[Not applicable]
	(iii) Related Bond:	[●]/Fall Back Bond
	(iv) Issuer of Related Bond:	[●]/[Not applicable]
	(v) Fall Back Bond:	[Applicable/Not applicable]
	(vi) Index Sponsor:	[●]
	(vii) Related Bond Redemption Event:	[Applicable/Not applicable]
	(viii) Determination Date:	[●]
	(ix) Optional Additional Disruption Events:	[(The following Optional Additional Disruption Events apply to the Notes:] <i>(Specify each of the following which applies)</i> [Increased Cost of Hedging]
	Trade Date:	[●]
<b>42.</b>	Commodity Linked Redemption Amount:	[Applicable/Not applicable]  <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(i) Commodity/Commodities/Commodity Index/Commodity Indices:	[●] [The Sponsor[s] of the Commodity Index/Indices is/are [●]]
	(ii) Pricing Date(s):	[●]
	(iii) Initial Pricing Date:	[specify]
	(iv) Final Pricing Date:	[specify]
	(v) Commodity Reference Price:	[●] The Price Source is/are: [●]
	(vi) Delivery Date:	[●] / [Not Applicable]
	(vii) Nearby Month:	[●] / [Not Applicable]
	(viii) Specified Price:	[specify]
	(ix) Exchange(s):	the relevant Exchange[s] [is/are] [●] / [Not Applicable]

- (x) Specified Maximum Days of Disruption: /[five]  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*
- (xi) Disruption Fallback(s): [As per Commodity Linked Condition 8]/Not applicable]
- (xii) Optional Additional Disruption Events: [(The following Optional Additional Disruption Events apply to the Notes:)]  
  
 [The Trade Date is .]
- (xiii) Weighting: The Weighting to be applied to each item comprising the Commodity Basket is
- 43. Fund Linked Redemption Amount:** [Applicable/Not applicable]
- (i) Fund:   
 [The  Fund is a Mutual Fund]  
 [The  Fund is a Hedge Fund]  
 [The  Fund is a Private Equity Fund]
- (ii) Fund Share(s):
- (iii) Fund Documents: [As per Conditions]/
- (iv) Fund Business Day: [All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]
- (v) Fund Service Provider: [As per Conditions]/
- (vi) Calculation Date(s): [As per Conditions]/
- (vii) Initial Calculation Date: /[Not applicable]
- (viii) Final Calculation Date: /[Not applicable]
- (ix) Fund Service Provider: [*specify*]/[As per Conditions]
- (x) Hedging Date: /[Not applicable]
- (xi) AUM Level [*specify*]/[Not applicable]
- (xii) NAV Trigger Percentage: [As per Conditions]/
- (xiii) NAV Trigger Period:
- (xiv) Number of NAV Publication Days:
- (xv) Basket Trigger Level: /[As per Conditions]
- (xvi) Termination Amounts: [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[*specify*]
- (xvii) Simple Interest Spread: [*specify*]/[As per Conditions]
- (xviii) Termination Date: [*specify*]
- (xix) Weighting: The Weighting to be applied to each Fund Share comprises the Fund Basket is

- (xx) Protected Amount:  *[specify]*
- (xxi) Delayed Redemption on the Occurrence of an Extraordinary Fund Event:  [Applicable/Not applicable]
- (xxii) [Delayed Payment Cut-Off Date]:  *[specify]*
- 44.** Credit Linked Notes:  [Applicable/Not applicable]
- (i) Type of Credit Linked Notes  [Single Reference Entity CLN]
- [Nth-to-Default CLN]
- N:  [●]
- Substitution:  [Not Applicable]  [Applicable]
- [Linear Basket CLN]
- [Other]
- Substitution:  [Not Applicable]  [Applicable]
- (ii) Transaction Type:  [●]
- (iii) Trade Date:  [●]
- (iv) Scheduled Maturity Date:  [●]
- (v) Calculation Agent responsible for making calculation and determinations pursuant to Annex 7 (Additional Terms and Conditions for Credit Linked Notes):  [●]
- (vi) Reference Entity(ies):  [●]
- (vii) Reference Entity Notional Amount:  [●][as per the Credit Linked Conditions]
- (viii) Reference Obligation(s):
- The obligation identified as follows
- Primary Obligor:  [●]
- Guarantor:  [●]
- Maturity:  [●]
- Coupon:  [●]
- CUSIP/ISIN:  [●]
- Original Issue Amount:  [●]
- (ix) Settlement Method:  [Auction Settlement]  [Cash Settlement]  [Physical Settlement]
- (x) Fallback Settlement Method:  [Cash Settlement]  [Physical Settlement]
- (xi) Settlement Deferral:  [Applicable]  [Not Applicable]
- (xii) Settlement Currency:  [●]

- (xiii) Merger Event: [Credit Linked Condition 2.3 [Applicable/Not Applicable]]  
(If Applicable):  
[Merger Event Redemption Date: [●]]
- (xiv) LPN Reference Entities [Not Applicable] [Applicable]
- (xv) Terms relating to Cash Settlement: [As per the Credit Linked Conditions] [Not Applicable]  
[Specify variations or additions to Credit Linked Conditions]
- (xvi) Terms relating to Physical Settlement [As per the Credit Linked Conditions] [Not Applicable]  
[Specify variations or additions to Credit Linked Conditions]
- (xvii) Cessation of Interest Accrual: [As per Credit Linked Condition 3(a)(i)] [As per Credit Linked Condition 3(a)(ii)]
- (xviii) Interest:
- (xix) Additional Credit Linked Note Disruption Events: [The following Additional Credit Linked Note Disruption Events apply:] [Not Applicable]  
(Specify each of the following which applies.)  
[Change in Law]  
[Hedging Disruption]  
[Increased Cost of Hedging]
- (xx) Additional provisions: [●]
45. ETI Linked Redemption Amount: [Applicable/Not applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) ETI/ETI Basket: [●]
- (ii) ETI Interest(s): [insert type of ETI Interest(s)]
- (iii) ETI Related Party: [As per Conditions]/[specify]
- (iv) ETI Documents: [As per Conditions]/[specify]
- (v) Exchange(s): The relevant Exchange[s] [is/are] [●]. [Not applicable]
- (vi) Related Exchange: [specify]/[All Exchanges]/[Not applicable]
- (vii) Scheduled Trading Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]  
(must match election made for Exchange Business Day)
- (viii) Exchange Business Day: [All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]  
(standard election is All ETI Interest Basis)
- (ix) Calculation Date(s): [As per Conditions]/[specify]
- (x) Initial Calculation Date: [●]/[Not applicable]
- (xi) Final Calculation Date: [●]/[Not applicable]
- (xii) Hedging Date: [●]
- (xiii) Investment/AUM Level: [As per Conditions]/[specify]



(xiv)	Value per ETI Interest/Trading Price Barrier:	[As per Conditions][specify]
(xv)	Number of Value Publication Days:	<p>[● calendar days] [● Business Days (as defined in Condition 3(b))]</p> <p>[Additional Financial Centre: [specify]</p> <p><i>(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)</i></p>
(xvi)	Value Trigger Percentage:	[As per Conditions][specify]
(xvii)	Value Trigger Period:	[As per Conditions][specify]
(xviii)	Basket Trigger Level:	[As per Conditions][specify]
(xix)	Settlement Price:	[Official closing price]/[Value per ETI Interest]
(xx)	Disrupted Day:	
(xxi)	Averaging:	<p>Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]</p> <p>[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]</p> <p>[Modified Postponement]</p> <p><i>(Only applicable if Modified Postponement is applicable as an Averaging election)</i></p> <p>[Specified Maximum Days of Disruption will be equal to: [●]/[eight]]</p> <p><i>(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)</i></p>
(xxii)	Redemption Valuation Date:	[specify]
(xxiii)	Weighting:	[Not applicable/The Weighting to be applied to each item comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes]/[specify]. <i>(N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket)</i>
(xxiv)	Valuation Time:	[Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] <i>(N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time).</i>
(xxv)	Maximum Stock Loan Rate:	[Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [●].]
(xxvi)	ETI Interest Correction Period:	[As per Conditions]/[specify]
(xxvii)	Termination Amount:	[Principal Protected Termination Amount]/[Non-

		Principal Protected Termination Amount][ <i>specify</i> ]
(xxviii)	Simple Interest Spread:	[As per Conditions][ <i>specify</i> ]
(xxix)	Termination Date:	[●]
(xxx)	Protected Amount:	[ <i>specify</i> ] per Specified Denomination
(xxxi)	Delayed Redemption on the Occurrence of an Extraordinary ETI Event:	[Applicable/Not applicable]
<b>46.</b>	Foreign Exchange (FX) Rate Linked Redemption Amount:	[Applicable/Not applicable]
		[●]
(i)	Relevant Screen Page:	[ <i>specify</i> ]
(ii)	The relevant base currency (the “ <b>Base Currency</b> ”) is:	[ <i>specify</i> ]
(iii)	The relevant subject [currency/currencies] ([each a]/[the] “ <b>Subject Currency</b> ”) [is/are]:	[ <i>specify</i> ]
(iv)	Weighting:	[ <i>specify</i> ]
(v)	Price Source:	[ <i>specify</i> ]
(vi)	Disruption Event:	Specified Maximum Days of Disruption will be equal to [●]/[five]
		<i>(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)</i>
(vii)	Strike Date:	[ <i>specify</i> ]
(viii)	Averaging Dates:	[ <i>specify</i> ]
(ix)	Observation Date(s):	[ <i>specify</i> ]
(x)	Observation Period:	[ <i>specify</i> ]
(xi)	Valuation Time:	[ <i>specify</i> ]
(xii)	Redemption Valuation Date:	[ <i>specify</i> ]
(xiii)	Provisions for determining redemption amount where calculation by reference to Formula is impossible or impracticable:	[●]
(xiv)	Delayed Redemption on the Occurrence of an Additional Disruption Event:	[Applicable/Not applicable] [if applicable: Principal Protection Termination Amount: [Applicable/Not applicable]]
(xv)	Optional Additional Disruption Events:	[(The following Optional Additional Disruption Events apply to the Notes:] <i>(Specify each of the following which applies)</i> [Increased Cost of Hedging] [[The Trade Date is [●].]

47. Underlying Interest Rate Linked Redemption Amount: [Applicable/Not applicable]  
[●]
- (i) Underlying Interest Determination Date(s): [specify]  
*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:")*
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination/ISDA Determination]
- (iii) Screen Rate Determination:
- Underlying Reference Rate: [specify]  
*(Either LIBOR, EURIBOR or other)*
  - Specified Time: [specify]  
*(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
  - Relevant Screen Page: [specify]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iv) ISDA Determination:
- Floating Rate Option: [specify]
  - Designated Maturity: [specify]
  - Reset Date: [specify]
- (v) Underlying Margin(s): [+/-][●] per cent. per annum
- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum  
*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>2</sub>:" and repeat items 47(ii) to (vii).  
Repeat for each Underlying Interest Rate.)*
48. Early Redemption Amount:  
Early Redemption Amount(s): [Calculation Amount x [●] per cent]  
[Market Value less Costs]
49. Provisions applicable to Physical Delivery:<sup>7</sup> [Applicable/Physical Delivery Option [1/2/3]/Not applicable]

<sup>7</sup> Not applicable to Commodity Linked Notes or Credit Linked Notes and to French law Notes.

- (i) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:  
[Delivery of Worst-Performing Underlying applicable:  
[Insert formula from Payout Conditions]  
[Calculation Amount: [●]]  
Redemption Payout:  
[●]  
SPS Valuation Date: [●]]  
[Delivery of Best-Performing Underlying applicable:  
[Insert formula from Payout Conditions]  
[Calculation Amount: [●]]  
Redemption Payout:  
[●]  
SPS Valuation Date: [●]]
- (ii) Relevant Asset(s): [As specified above]/The relevant asset to which the Notes relate [is/are] [●].[Not applicable]
- (iii) Cut-Off Date: [●]/[As specified in Condition 4(b)]
- (iv) Settlement Business Day(s): [specify]
- (v) Delivery Agent: [Not applicable/specify]
- (vi) Failure to Deliver due to Illiquidity: [Applicable/Not applicable]

*(N.B. Only applicable in the case of Physical Delivery Notes - Failure to Deliver due to Illiquidity is applicable to certain Share or ETI Linked Notes. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Notes)*

**50. Variation of Settlement:**

- (i) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Notes.
- (ii) Variation of Settlement of Physical Delivery Notes: [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Final Redemption Amount on the Maturity Date and the provisions of Condition 4(b)(B)(ii) will apply to the Notes./The Issuer will procure delivery of the Entitlement in respect of the Notes and the provisions of Condition 4(b)(B)(ii) will not apply to the Notes.]

**51. Form of Notes:**

- New Global Note:<sup>8</sup> [Bearer Notes:  
[Yes/No]  
[Temporary Bearer Global Note exchangeable for a

<sup>8</sup> You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event].

[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date.]]<sup>9</sup>

[Registered Notes:

Registered Global Note (U.S.\$[●] nominal amount)/Registered Notes in definitive form (*specify nominal amounts*)

[Dematerialised Notes

[Bearer dematerialised form (au porteur)/ [fully/administered] Registered dematerialised form (au nominatif [pur/administré]).]]<sup>10</sup>

52. Financial Centre(s) or other special provisions relating to Payment Days for the purposes of Condition 4(a): [Not applicable/give details] (*Note that this paragraph relates to the place of payment and not interest period end dates to which sub-paragraph 31 relate all relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target2*)
53. Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature): [Yes as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made] / [No]
54. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not applicable/give details]
55. Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: [Not applicable/give details]
- (i) [Instalment Amounts: [●]
- (ii) Instalment Dates: [●]]
56. Redenomination, renominatisation and reconventioning provisions: [Not applicable/The provisions [in Condition 7 of the Terms and Conditions of the English Law Notes and Condition 7 of the Terms and Conditions of the French Law Notes] apply]
57. Masse (Condition 12 of the Terms and Conditions of the French Law Notes)<sup>11</sup>: [Full Masse]/[Contractual Masse] shall apply  
(Note that: (i) in respect of any Tranche of Notes

<sup>9</sup> In relation to any Series of Notes which are expressed to be issued in denominations of [EUR 100,000] and integral multiples of [EUR 1,000] the Global Note will not be exchangeable at the option of the holder.

<sup>10</sup> Insert as applicable where the Notes are French Law Notes.

<sup>11</sup> Applicable for French Law Notes only.

issued outside France, Condition 12(a) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 12(b) (Full Masse) shall apply.)

[Name and address of the Representative: [●]]

Name and address of the alternate Representative: [●]]

[The Representative will receive no remuneration/The Representative will receive a remuneration of [●]]<sup>12</sup>

58. Governing law: [English][French] law. [Condition 2(b) is governed by French law.]
59. (i) If syndicated, names [and addresses]<sup>13</sup> of Managers [and underwriting commitments] (specifying Lead Manager): [Not applicable/give names]
- (ii) Date of [Subscription Agreement].<sup>14</sup> [●]
- (iii) Stabilising Manager (if any): [Not applicable/give name]
60. Total commission and concession:<sup>15</sup> [●] per cent. of the Aggregate Nominal Amount
61. U.S. Selling Restrictions: Reg. S Compliance Category 2; TEFRA D/ TEFRA Not applicable

<sup>12</sup> Insert as applicable where the Notes are French Law Notes.

<sup>13</sup> Delete, if minimum denomination is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date) and if the securities are not Derivative Securities.

<sup>14</sup> Delete, if minimum denomination is less than EUR100,000 (or is equivalent in the relevant currency as of the Issue Date) and if the securities are not Derivative Securities.

<sup>15</sup> Delete if minimum denomination is EUR 100,000 and if the securities are not Derivative Securities (or its equivalent in the relevant currency as of the Issue Date).

62. Non exempt Offer:

[Not Applicable] [An offer of the Notes may be made by the [Managers][Dealer(s)] [, [*insert names of financial intermediaries receiving consent (specific consent)*] (the "**Initial Authorised Offerors**") [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Non-exempt Offer and who are identified on the Issuer's website at (<https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx>) as an Authorised Offeror] (together [with any financial intermediaries granted General Consent], being persons to whom the issuer has given consent, the "**Authorised Offerors**") other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) from those identified in the inside cover as being the Member States where the issuer intends to make Non-exempt Offers, which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*] (the "**Public Offer Jurisdictions**") during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"*] (the "**Offer Period**"). See further Paragraph [13] of Part B below]

**General Consent:** [Not Applicable]/[Applicable]

**Other Conditions consent:** to [Not Applicable] [*Add here any other Conditions to which the consent is subject*]

*(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified/passported.)*

**General Consent:** [Applicable]/[Not Applicable]

**Other conditions consent:** to [Not Applicable][*Add here any other conditions to which the consent given is subject.*]

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. **[*Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components*]** has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised



## PART B – OTHER INFORMATION

### 1. Listing and Admission to trading

- (i) Listing: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/[specify relevant regulated market (for example the Luxembourg Stock Exchange) and, if relevant, listing on an official list (for example, the Official List of the Luxembourg Stock Exchange) the Official List of [Luxembourg Stock Exchange / Euronext Paris / other] and to] trading on [specify relevant regulated market] with effect from [ ].]
- (ii) Admission to trading: **[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [specify relevant regulated market (for example Euronext Paris' regulated market) and, if relevant, listing on an official list (for example, the Official List of the Luxembourg Stock Exchange)] with effect from [ ].] [Not Applicable.]**
- [Not applicable.]
- (Where documenting a fungible issue need to indicate that original [Notes] are already admitted to trading)
- (iii) Estimate of total expenses related to admission to trading: [●]

### 2. Ratings

- Ratings: [The Notes to be issued [have been]/[are expected to be] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)].
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider, for example:
- "As defined by Standard & Poor's, an [A+] rating means that the Issuer's capacity to meet its financial commitment under the Notes is very strong."
- "Obligations rated [A2] by Moody's are judged to be of high quality and are subject to very low credit risk. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category."
- "As defined by Fitch France an [A+] rating denotes a very low expectation of credit risk. It indicates a very strong capacity for timely payment of financial commitments. Such capacity is not significantly vulnerable to foreseeable events."
- [[Insert the legal name of the relevant credit rating agency entity] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

**3. [Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

Need to include a description of any interest, including conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."

**4. [Reasons for the Offer, Estimated Net Proceeds and Total Expenses]<sup>16</sup>**

(i) Reasons for the offer **[●]**  
*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*

(ii) Estimated net proceeds: **[●]**  
*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

(iii) Estimated total expenses: **[●]** *[Expenses are required to be broken down into each principal intended "use" and presented in order or priority of such "uses".*  
*(N.B.: If the notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.)<sup>17</sup>*

**5. [Fixed Rate Notes only – Yield]**

Indication of yield: **[●]**  
*[Calculated as [include details of method of calculation in summary form] on the Issue Date.]<sup>18</sup>*  
*[As set out above, the] [The] yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield]*

**6. [Floating Rate Notes only – Historic Interest Rates]**

*[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]<sup>19</sup>[Not applicable]*

**7. [Performance of Index/ Share/ Commodity/ Inflation/ Foreign Exchange Rate/ Fund/**

<sup>16</sup> If the Notes are derivative securities to which Annex XII of the Prospectus Regulation applies, disclosure in respect of Estimated Net Proceeds and Total Expenses is only required if reasons for the offer are disclosed.

<sup>17</sup> Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

<sup>18</sup> Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

<sup>19</sup> Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

## Reference Entity/ Entities/ ETI Interest/ Underlying Interest Rate and Other Information concerning the Underlying Reference

*Need to include details of where past and further performance and volatility of the index/formula/commodity/rates/reference entity/fund/other variables can be obtained.]<sup>20</sup> [If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, an example of how the value of the investment is affected by the value of the underlying may be included.]<sup>21</sup>*

Where the underlying is a security need to include the name of the issuer of the security and the ISIN or equivalent identification number. Where the underlying is a basket of underlying, need to include the relevant weightings of each underlying in the basket.

### 8. OPERATIONAL INFORMATION

- |        |                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)    | ISIN Code:                                                                                                                                                                                                | [●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (ii)   | Common Code:                                                                                                                                                                                              | [●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (iii)  | Any clearing system(s) other than [Euroclear France] <sup>22</sup> Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Paying Agent and the relevant identification number(s): | [Not applicable/Central Moneymarkets Unit/give name(s) and number(s)]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (iv)   | Delivery:                                                                                                                                                                                                 | Delivery [against/free of] payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (v)    | Additional Paying Agent(s) (if any):                                                                                                                                                                      | [Not applicable/give name]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| (vi)   | [CMU Instrument No.:                                                                                                                                                                                      | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (vii)  | [CMU Lodging Agent:                                                                                                                                                                                       | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (viii) | [CMU Paying Agent:                                                                                                                                                                                        | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| (ix)   | Intended to be held in a manner which would allow Eurosystem eligibility <sup>23</sup> :                                                                                                                  | [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]<br><br>[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safe-keeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend |

<sup>20</sup> Required for Derivative Securities.

<sup>21</sup> Required for derivative securities.

<sup>22</sup> In relation to French Law Notes only.

<sup>23</sup> See Part A - 35 "Form of Notes - New Global Note".

upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]<sup>24</sup>

(x) Name and address of Registration Agent.<sup>25</sup>

**[●] / [Not applicable]**

**9. [Public Offers]**

Offer Period:

**[●] to [●]**

*(Should be from the date of publication of the Final Terms to a specified date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter".)*

Offer Price:

**[The Issuer has offered the Notes to the Managers at the initial issue price of [●] less a total commission of [●]. OR (where the price is not determined at the date of the Final Terms) The issue price of the Notes will be determined by the Issuer and the [Managers] on or about [ ] in accordance with market conditions then prevailing, including [supply and demand for the Notes and other similar securities] [and] [the then current market price of [insert relevant benchmark security, if any].][Give details]**

Conditions to which the offer is subject:

**[Offers of the Notes are conditional on their issue [and on any additional conditions set out in the standard terms of business of the Authorised Offerors, notified to investors by such relevant Authorised Offerors]] [Give details]**

Description of the application process:

**[N/A unless full application process is being followed in relation to the issue][Not applicable][Give details]**

Details of the minimum and/or maximum amount of application:

**N/A unless full application process is being followed in relation to the issue] [Not applicable][Give details]**

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:

**(N/A unless full application process is being followed in relation to the issue) [Not applicable][Give details]**

Details of the method and time limits for paying up and delivering the Notes:

**[The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. Investors will be notified by the relevant Authorised Offerors of their allocations of Notes and the settlement arrangements in respect thereof.] [Not applicable][Give details]**

Manner and date in which results of the offers are to be made public:

**(N/A unless the issue is an "up to" issue when disclosure must be included) [Not applicable][Give details]**

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:

**(N/A unless full application process is being followed in relation to the issue) [Not applicable][Give details]**

Process for notification to applicants of the amount allotted and the indication whether dealing

**(Process for notification – N/A unless full application process is being followed in relation to the issue.)**

**[No dealings in the Notes on a regulated market for**

<sup>24</sup> Not applicable to French Law Notes.

<sup>25</sup> In relation to French Law Notes only.

may begin before notification is made:

the purposes of the Markets in Financial Instruments Directive 2004/39/EC may take place prior to the Issue Date.] [Not applicable]/[Give details]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [ ]

**10. [Placing and Underwriting]<sup>26</sup>**

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer.<sup>27</sup> [●]

Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): [●]

Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements.<sup>28</sup> [●]

When the underwriting agreement has been or will be reached: [●]

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<sup>26</sup> Required for derivative securities.

<sup>27</sup> To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

<sup>28</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

**ANNEX**

**Summary of the Notes**

*[Insert completed Summary for Notes with a denomination of less than EUR100,000 (or its equivalent in any other currency), other than Exempt Notes]*

**FORM OF FINAL TERMS FOR EXEMPT NOTES**

Set out below is the form of Final Terms which will be completed for each Tranche of Exempt Notes issued under the Programme.

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW.**

***Final Terms dated [●]***

***[BNP PARIBAS***

***(incorporated in France)***

***(the Issuer)]***

***Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]***

***under the €90,000,000,000***

***Euro Medium Term Note Programme***

***(the Programme)***

*[(Insert any specific additional risk factors, if appropriate.)]*

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section[s] entitled ["Terms and Conditions of the English Law Notes"] / ["Terms and Conditions of the French Law Notes"] / [, "Annex 1 - Additional Terms and Conditions for Payouts" [and] "Annex 2 - Additional Terms and Conditions for Index Linked Notes"/"Annex 3 - Additional Terms and Conditions for Share Linked Notes"/"Annex 4 - Additional Terms and Conditions for Inflation Linked Notes"/"Annex 5 – Additional Terms And Conditions For Commodity Linked Notes"/"Annex 6 – Additional Terms and Conditions for Fund Linked Notes"/"Annex 7 – Additional Terms and Conditions for Credit Linked Notes"/"Annex 8 – Additional Terms and Conditions for ETI Linked Notes"/"Annex 9 – Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes"/"Annex 10 – Additional Terms and Conditions for Underlying Interest Rate Linked Notes"] in the Base Prospectus dated 3 June 2013 [and the Supplement[s] to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus, [these Final Terms [and the Supplement[s] to the Prospectus] [(in each case, together with any documents incorporated therein by reference)] [is] [are] available for viewing at, and copies may be obtained from, BNP Paribas Securities Services, Luxembourg Branch (in its capacity as Principal Paying Agent), 33, rue de Gasperich, Howald - Hesperange, L-2085 Luxembourg and (save in respect of the Final Terms) on the Issuer's website (www.invest.bnpparibas.com)]. A copy of these Final Terms and the Base Prospectus [and the Supplement[s] to the Prospectus] will be sent free of charge by the Issuer to any investor requesting such documents].

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth under the section[s] entitled ["Terms and Conditions of the English Law Notes"] / ["Terms and Conditions of the French Law Notes"] / [and "Annex 1 - Additional Terms and Conditions for Payouts" [and] "Annex 2 - Additional Terms and Conditions for Index Linked Notes"/"Annex 3 - Additional Terms and Conditions for Share Linked Notes"/"Annex 4 - Additional Terms and Conditions for Inflation Linked Notes"/" Annex 5 – Additional Terms And Conditions For Commodity Linked Notes"/"Annex 6 – Additional Terms and Conditions for Fund Linked Notes"/"Annex 7 – Additional Terms and Conditions for Credit Linked Notes"/"Annex 8 – Additional Terms and Conditions for ETI Linked Notes"/" Annex 9 – Additional Terms and Conditions for Foreign Exchange (FX) Rate Linked Notes"/"Annex 10 – Additional Terms and Conditions for Underlying Interest Rate Linked Notes"] in the Base Prospectus dated [original date] [and the Supplement[s] to it dated [●]] which are incorporated by reference in the Base Prospectus dated [current date] 2013. This document constitutes the Final Terms of the Notes described herein, and must be read in conjunction with the Base Prospectus dated [current date [and the Supplement[s] to it dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"), including the [Conditions] incorporated by reference in the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus

*[Include whichever of the following apply or specify as "Not applicable" (N/A). Note that the numbering should remain as set out below, even if "Not applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms. However, such numbering may change where individual paragraphs or sub-paragraphs are removed.]*

1. Issuer: BNP Paribas
2. (i) Series Number: [●]  
(ii) Tranche Number: [●]

*(If fungible with an existing Series, details of that*



- Series, including the date on which the Notes become fungible)*
3. Specified Currency: [●]
4. Aggregate Nominal Amount:
- (i) Series: [●]
- (ii) Tranche: [●]
5. Issue Price of Tranche: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only if applicable)]
6. Minimum Trading Size: [specify]
7. (i) Specified Denominations: [●]
- (Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*
- "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].")*
- (In respect of French Law Notes, there shall be one denomination only.)*
- (ii) Calculation Amount [●] (If only one Specified Denomination, insert the Specified Denomination.  
(Applicable to Notes in definitive form):  
*If more than one denomination, insert the highest common factor.*  
*Note: There must be a common factor in the case of two or more Specified Denominations.)*
8. (i) [Issue Date [and Interest Commencement Date]:] [●]
- (ii) [Interest Commencement Date (if different from the Issue Date):] [specify/Issue Date/Not Applicable]
9. Maturity Date: [Specify date] [or if that is not a Business Day the immediately [succeeding/preceding] Business Day [unless it would thereby fall into the next calendar month, in which event it will be brought forward to the immediately preceding Business Day] [(the "Scheduled Maturity Date") [subject as provided in Fund Linked Condition 5 (include for Fund Linked Notes)]. [subject as provided in Annex 7 – "Additional Terms and Conditions for Credit Linked Notes] (include for Credit Linked Notes)].
- [Fixed Rate – specify date/Floating Rate – Interest Payment Date falling in or nearest to [specify month]][(NB: The Maturity Date [should not be/may need to be not] less than one year after the Issue Date)]*
- [In the case of Subordinated Notes, the minimum*

- maturity will be five years]*
10. Form of Notes: [Bearer/Registered]
11. Interest Basis: [[●] per cent. Fixed Rate][[LIBOR/EURIBOR] +/- [●] per cent. Floating Rate][Zero Coupon][Index Linked Interest][Share Linked Interest][Inflation Linked Interest][Commodity Linked Interest][Fund Linked Interest][ETI Linked Interest][Foreign Exchange (FX) Rate Linked Interest][Underlying Interest Rate Linked Interest][Hybrid Interest](further particulars specified below)
- [Non-interest bearing]
- Coupon Switch: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
12. Redemption/Payment Basis: [Redemption at par][Index Linked Redemption][Share Linked Redemption][Inflation Linked Redemption][Commodity Linked Redemption][Fund Linked Redemption][Credit Linked Redemption][ETI Linked Redemption][Foreign Exchange (FX) Rate Linked Redemption][Underlying Interest Rate Linked Redemption][Hybrid Redemption][Partly Paid][Instalment] (See paragraph [●] below)
- Payout Switch: [Applicable/Not applicable]
- [Payout Switch Election: [Applicable/Not Applicable]]
- [If applicable insert relevant provisions from Conditions]*
13. Change of Interest Basis or Redemption/Payment Basis: *[Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]*[Not Applicable]
14. Put/Call Options: [Noteholder Put][Issuer Call](further particulars specified below)[Not applicable]
15. Exchange Rate *[If applicable insert rate of exchange and details of how and when such rate is to be ascertained]*
16. Status of the Notes: [Senior/[Dated/Undated] Subordinated] (if subordinated specify [[Unsubordinated/Subordinated] interest])
17. Knock-in Event: [Applicable/Not applicable]
- [If applicable:
- [specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"/"within"]]*
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) SPS Knock-in Valuation: [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*

- (ii) Level: [Official level]/Official close]/[last price]/[bid price]/[asked price]/[Standard Level]] [Not applicable]
  - (iii) Knock-in Level/Knock-in Range Level: [specify][Not applicable]
  - (iv) Knock-in Period Beginning Date: [specify]
  - (v) Knock-in Period Beginning Date Convention: [Applicable/Not applicable]
  - (vi) Knock-in Determination Period: [specify]/[See definition in Condition [●]]
  - (vii) Knock-in Determination Day(s): [specify]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/ Commodity Business Day/Fund Business Day/Business Day]in the Knock-in Determination Period]
  - (viii) Knock-in Period Ending Date: [specify]
  - (ix) Knock-in Period Ending Date Day Convention: [Applicable/Not applicable]
  - (x) Knock-in Valuation Time: [specify/See definition in Condition [●]]/[Valuation Time]/[Any time on a Knock-in Determination Day]/Not applicable]
  - (xi) Knock-in Observation Price Source: [specify]
  - (xii) Disruption Consequences: [Applicable/Not applicable]
- 18. Knock-out Event<sup>29</sup>:** [Applicable/Not applicable]
- [If applicable:  
[specify]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) SPS Knock-out Valuation: [Applicable/Not applicable]
  - (ii) Level: [Official level]/[Official close]/[last price]/[bid price]/[asked price]/[Standard Level]/[Not applicable]
  - (iii) Knock-out Level /Knock-out Range Level: [specify]
  - (iv) Knock-out Period Beginning Date: [specify]
  - (v) Knock-out Period Beginning Date Convention: [Applicable/Not applicable]

<sup>29</sup> Only applicable in relation to Index Securities, Share Securities, ETI Securities, Commodity Securities, Currency Securities and Futures Securities.

- (vi) Knock-out Determination Period: [specify]/[See definition in Condition [●]]
  - (vii) Knock-out Determination Day(s): [specify]/[Each [Scheduled Trading Day/Scheduled Custom Index Business Day/Commodity Business Day/Fund Business Day/Business Day] in the Knock-out Determination Period]
  - (viii) Knock-out Period Ending Date: [specify]
  - (ix) Knock-out Period Ending Date Convention: [Not Applicable/Applicable]
  - (x) Knock-out Valuation Time: [specify]/[See definition in Condition [●]] [Any time on a Knock-out Determination Day]/[Valuation Time]/[Not applicable]
  - (xi) Knock-out Observation Price Source: [specify]
  - (xii) Disruption Consequences: [Applicable/Not applicable]
19. Method of distribution: [Syndicated/Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

20. Interest: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Interest Period(s): [specify]
  - (ii) Interest Period End Date(s): [specify]
  - (iii) Business Day Convention for Interest Period End Date(s): [Following / Modified Following / Preceding / FRN / None / Not applicable]
  - (iv) Interest Payment Date(s): [specify]
  - (v) Business Day Convention for Interest Payment Date(s): [Following / Modified Following / Preceding / FRN / None / Not applicable]
- (If a Business Day Convention is specified for Interest Period End Date(s), unless Interest Payment Date(s) is (are) expressed to be a number of Business Days after the relevant Interest Period End Final Date, Interest Payment Date(s) must be subject to the same Business Day Convention)*
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [specify]
  - (vii) Margin(s): [[+/-][specify] per cent. per annum / Not applicable]
  - (viii) Minimum Interest Rate: [[specify] per cent. per annum / Not applicable]
  - (ix) Maximum Interest Rate: [[specify] per cent. per annum / Not applicable]
  - (x) Day Count Fraction: [specify] / [unadjusted]
  - (xi) Determination Dates: [specify] in each year *[insert regular payment dates,*

*ignoring issue date or redemption date in the case of a long or short first or last coupon.] (NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))*

(xii) Accrual to Redemption: [Applicable/Not applicable]

(xiii) Rate of Interest: [Fixed Rate]

[Floating Rate]

[Linked Interest]

Include one of the following if [SPS Fixed Coupon

applicable:

*[Insert formula and other related provisions from Payout Conditions]*

[Digital Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Snowball Digital Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Accrual Digital Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Stellar Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Cappuccino Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions] ]*

[Ratchet Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Driver Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Sum Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Option Max Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[FI Digital Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

[Range Accrual Coupon applicable:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*

- [Combination Floater applicable:  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [PRDC Coupon applicable:  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [FI Digital Floor Coupon applicable:  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [FI Digital Cap Coupon applicable:  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [Rate: [F1 Target Coupon applicable:  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [Fixed Rate]
- [Floating Rate]
- [Vanilla Call Rate  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- [Vanilla Call Spread Rate  
*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]*]
- 21. Fixed Rate Provisions:** [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(If more than one fixed rate is to be determined, repeat items [21(i)] to [21(iii)] for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B)*
- (i) Fixed Rate[(s)] of Interest: [●] per cent. [per annum] [payable [annually/semi-annually/quarterly] in arrear] on each Interest Payment Date
- (ii) Fixed Coupon Amount(s): [●] per Calculation Amount
- (iii) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/or] [●]. *Insert particulars of any Initial or Final Broken Amounts of interest which do not correspond with the Fixed Coupon Amount(s)]*
- 22. Floating Rate Provisions:** [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

*(If more than one floating rate is to be determined, repeat items [●] to [●] for each such rate and, if FI Digital Coupon is applicable, distinguish between the Rate which is FI Rate A and the Rate which is FI Rate B)*

- (i) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/BBF Determination]
- (ii) Screen Rate Determination:
- Reference Rate: [●] month [LIBOR][EURIBOR][●]  
*(Either LIBOR, EURIBOR or other, although additional information is required if other – [including fallback provisions in the Agency Agreement])*
  - Interest Determination Date(s): [●]  
*(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR) and second TARGET2 day prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
  - Specified Time: [●] *(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)*
  - Relevant Screen Page: [●]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iii) ISDA Determination:
- Floating Rate Option: [●]
  - Designated Maturity: [●]
  - Reset Date: [●]  
*(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- 23.** Zero Coupon Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [●] per cent. per annum
  - (ii) Reference Price: [●]
- 24.** Index Linked Interest Provisions: [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Basket of Indices: [●]  
[Composite/non Composite]

- [Custom Index]
- (ii) Index Currency: [specify]
- (iii) Screen Page: [●]
- (iv) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
 [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]  
 [Modified Postponement]  
*(Only applicable if Modified Postponement is applicable as an Averaging election)*  
 [Specified Maximum Days of Disruption will be equal to: [●]/[eight]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (v) Strike Date: [●]
- (vi) Interest Valuation Date(s): [specify]
- (vii) Observation Date(s): [[●]/Not applicable].  
 [In the event that an Observation Date is a Disrupted Day/[Omission/Postponement/Modified Postponement] [ the provisions of Annex 2] will apply.]
- (viii) Observation Period: [specify/Not applicable]
- (ix) Specified Maximum Days of Disruption: [As defined in Annex 2]/[specify] Scheduled Trading Days]
- (x) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)] (*standard election is All Indices Basis*)
- (xi) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
*(must match election made for Exchange Business Day)*
- (xii) Exchange(s) and Index Sponsor:  
 (a) the relevant Exchange[s] [is/are] [●]; and  
 (b) the relevant Index Sponsor is [●].
- (xiii) Related Exchange: [specify/[All Exchanges]]
- (xiv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]. (*N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices*)
- (xv) Interest Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement



- Price.] (N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)
- (xvi) Index Correction Period: [As per Conditions/specify]
- (xvii) Optional Additional Disruption Events: (a) [(The following Optional Additional Disruption Events apply to the Notes:]  
 (Specify each of the following which applies.)  
 [Increased Cost of Hedging]  
 [Increased Cost of Stock Borrow]  
 [Loss of Stock Borrow]  
 [Force Majeure Event] (N.B. Only applicable to Custom Indices)  
 [Not applicable]
- Trade Date: [●]
- (b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]  
 (N.B. only applicable if Loss of Stock Borrow is applicable)]
- (c) [[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]  
 (N.B. only applicable if Increased Cost of Stock Borrow is applicable)]
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable /Not applicable]  
 [if applicable:  
 Principal Protection Termination Amount: [Applicable/Not applicable]]
- (xviii) Market Disruption: Specified Maximum Days of Disruption will be equal to [●]/[eight]:  
 (If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)
- (xix) Delayed Redemption on the Occurrence of Index Adjustment Event: [Applicable/Not applicable]  
 [if applicable:  
 Principal Protection Termination Amount: [Applicable/Not applicable]]
- (xx) Additional provisions applicable to Custom Indices: [Applicable/Not applicable]  
 (If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
 [In the event that an Averaging Date is a Disrupted

Day, Condition 9.2 of Index Linked Conditions will apply.]

[Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*

- (b) Strike Price: [●]
- (c) Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
- (d) Scheduled Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]  
(Must match election made for Custom Index Business Day)
- (e) Valuation Time: [As per the Conditions]/[[●], being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] *(N.B. if no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)*
- (f) Custom Index Correction Period: [As per Conditions]/[[●]specify]
- (g) Custom Index Disruption Event: [Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*
- (h) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: [Applicable with a rate of [●] per cent. per annum/Not applicable]

**25. Share Linked Interest Provisions** [Applicable/Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Share(s)/Share Company/Basket of Shares/GDR/ADR: [●]  
[Insert GDR/ADR]<sup>30</sup>
- (ii) Relative Performance Basket: [Not applicable/specify]
- (iii) Share Currency: [specify]
- (iv) ISIN of Share(s): [specify]
- (v) Screen Page/Exchange Code: [specify]
- (vi) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]

<sup>30</sup> Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]

[Modified Postponement]

*(Only applicable if Modified Postponement is applicable as an Averaging election)*

[Specified Maximum Days of Disruption will be equal to: [●]/[eight]]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (vii) Strike Date: [●]
- (viii) Interest Valuation Date(s): [specify]
- (ix) Observation Date(s): [The Observation Date(s) is/are [●]/Not applicable].]  
[In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] will apply.]
- (x) Observation Period: [specify/Not applicable]
- (xi) Exchange Business Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)] *(standard election is All Shares Basis)*
- (xii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(must match election made for Exchange Business Day)*
- (xiii) Exchange(s): The relevant Exchange[s] [is/are] [●].
- (xiv) Related Exchange(s): [specify/All Exchanges]
- (xv) Weighting: [Not applicable/The weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]. *(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares)]*
- (xvi) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date/during the Observation Period.] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. If no time is specified, the Interest Valuation Time will be the Scheduled Closing Time)*
- (xvii) Share Correction Period: [As per Conditions/specify]
- (xviii) Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply to the Notes:]  
(Specify each of the following which applies)  
[Insolvency Filing]  
[Increased Cost of Hedging]

[Increased Cost of Stock Borrow]  
 [Loss of Stock Borrow]  
 [Stop-Loss Event]  
 [Stop-Loss Event Percentage: [●] per cent.]  
 [Not applicable]

Trade Date: [●]

(b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]

*(N.B. Only applicable if Loss of Stock Borrow is applicable)*

(c) [[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]

*(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)*

(d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]

[if applicable:

Principal Protection Termination Amount: [Applicable/Not applicable]]

(xix) Market Disruption: Specified Maximum Days of Disruption will be equal to [●]/[eight]:

*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight)*

(xx) Tender Offer: [Applicable/Not applicable]

(xxi) Listing Change: [Applicable/Not applicable]

(xxii) Listing Suspension: [Applicable/Not applicable]

(xxiii) Illiquidity: [Applicable/Not applicable]

(xxiv) Delayed Redemption on the Occurrence of an Extraordinary Event: [Applicable/Not applicable]

[if applicable:

Principal Protection Termination Amount: [Applicable/Not applicable]]

- 26. Inflation Linked Interest Provisions:** [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph) (If more than one Inflation Rate is to be determined, repeat items (i) to (ix) for each such Inflation Rate and, if FI Digital Coupon is applicable, distinguish between the Inflation Rate which is FI Rate A and the Inflation Rate which is FI Rate B)*
- (i) Index: [●]  
[Composite/non Composite]
  - (ii) Screen Page/Exchange Code: [●]
  - (iii) Cut-Off Date: [●]/[Not applicable]
  - (iv) Related Bond: [●]/Fall Back Bond
  - (v) Issuer of Related Bond: [●]/[Not applicable]
  - (vi) Fall Back Bond: [Applicable/Not applicable]
  - (vii) Index Sponsor: [●]
  - (viii) Related Bond Redemption Event: [Applicable/Not applicable]
  - (ix) Determination Valuation Date: [●]
  - (x) Optional Additional Disruption Events: [The following Optional Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
[Increased Cost of Hedging]
- Trade Date: [●]
- 27. Commodity Linked Interest Provisions:** [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Commodity/Commodities/ Commodity Index/ Commodity Indices: [●]  
[The Sponsor[s] of the Commodity Index/Indices is/are [●]]
  - (ii) Pricing Date(s): [●]
  - (iii) Initial Pricing Date: [specify]
  - (iv) Final Pricing Date: [specify]
  - (v) Commodity Reference Price: [●]  
The Price Source is/are [●]
  - (vi) Delivery Date: [●] / [Not Applicable]
  - (vii) Nearby Month: [●]/ [Not Applicable]
  - (viii) Specified Price: [specify]
  - (ix) Exchange(s): The relevant Exchange[s] [is/are] [●] / [Not Applicable].

(x)	Specified Maximum Days of Disruption:	[●]/[five]
		<i>(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to two) (applicable only to Price Source Disruption or Trading Disruption)</i>
(xi)	Disruption Fallback(s):	[As per Commodity Linked Condition 8]/[Not applicable]
(xii)	Optional Additional Disruption Events:	[[The following Optional Additional Disruption Events apply to the Notes:] [●] [[The Trade Date is [●].]
(xiii)	Weighting:	The Weighting to be applied to each item comprising the Commodity Basket is [●]
<b>28.</b>	Fund Linked Interest Provisions:	[Applicable/Not applicable]
(i)	Fund:	[●] [The [●] Fund is a Mutual Fund] [The [●] Fund is a Hedge Fund] [The [●] Fund is a Private Equity Fund]
(ii)	Fund Shares:	[●]
(iii)	Fund Documents:	[As per the Conditions][●]
(iv)	Fund Business Day:	[All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]
(v)	Fund Service Provider:	[As per Conditions]/[●]
(vi)	Calculation Date(s):	[As per Conditions]/[●]
(vii)	Initial Calculation Date:	[As per Conditions]/[●]
(viii)	Final Calculation Date:	[●]
(ix)	Hedging Date:	[●]
(x)	NAV Trigger Percentage:	[As per Conditions]/[●]
(xi)	NAV Trigger Period:	[As per Conditions]/[●]
(xii)	Number of NAV Publication Days:	[As per Conditions]/[●]
(xiii)	AUM Level:	[As per Conditions]/[specify]
(xiv)	Basket Trigger Level:	[●]/[As per Conditions]
(xv)	Interest Valuation Date:	[●]
(xvi)	Termination Amounts:	[Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[specify]/[Not applicable]
(xvii)	Simple Interest Spread:	[As per Conditions]/[specify]/[
(xviii)	Termination Date:	[●]
(xix)	Weighting:	The Weighting to be applied to each Fund Share comprising the Fund Basket is [●]

(xx)	Protected Amount	[specify] per Specified Denomination
(xxi)	Delayed Redemption on the Occurrence of an Extraordinary Fund Event:	[Applicable/Not applicable]
(xxii)	Delayed Payment Cut-Off Date:	[As per Conditions]/[specify]
<b>29.</b>	<b>ETI Linked Interest Provisions:</b>	<b>[Applicable/Not applicable]</b> (If not applicable, delete the remaining subparagraphs of this paragraph)
(i)	ETI/ETI Basket:	[●]
(ii)	ETI Interest(s):	[Insert type of ETI Interest(s)]
(iii)	ETI Related Party:	[As per Conditions]/[specify]
(iv)	Averaging:	Averaging [applies/does not apply to the Notes]. [The Averaging Dates are [●].]  [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]  [Modified Postponement]  (Only applicable if Modified Postponement is applicable as an Averaging election)  [Specified Maximum Days of Disruption will be equal to: [●]/[eight]]  (If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)
(v)	Exchange(s):	[The relevant Exchange[s] [is/are] [●]/[Not applicable]
(vi)	Related Exchange:	[specify]/[All Exchanges]/[Not applicable]
(vii)	Exchange Business Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(viii)	Scheduled Trading Day:	[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]
(ix)	Calculation Date(s):	[As per Conditions]/[specify]
(x)	Initial Calculation Date:	[As per Conditions]/[specify]
(xi)	Final Calculation Date:	[specify]
(xii)	Hedging Date:	[specify]
(xiii)	Investment/AUM Level:	[As per Conditions]/[specify]
(xiv)	Value per ETI Interest Trading Price Barrier:	[As per Conditions]/[specify]
(xv)	Number of Value Publication Days:	[● calendar days] [● Business Days (as defined in Condition 3(b))]  [Additional Financial Centre: [specify]]  (N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)
(xvi)	NAV Trigger Percentage:	[As per Conditions]/[specify]

- (xvii) NAV Trigger Period: [As per Conditions]/[specify]
  - (xviii) Basket Trigger Level: [As per Conditions]/[specify]
  - (xix) Settlement Price: [Official closing price]/[NAV per ETI Interest]
  - (xx) Valuation Time: [specify]
  - (xxi) Interest Valuation Time: [specify]
  - (xxii) Interest Valuation Date: [specify]
  - (xxiii) Maximum Stock Loan Rate: [Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [●].]
  - (xxiv) ETI Interest Correction Period: [specify]
  - (xxv) Termination Amount: [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[specify]
  - (xxvi) Simple Interest Spread: [As per Conditions]/[specify]
  - (xxvii) Termination Date: [specify]
  - (xxviii) Market Disruption: Specified Maximum Days of Disruption will be equal to [●][eight (8)] Scheduled Trading Days
  - (xxix) Weighting: The Weighting to be applied to each ETI Interest comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes [specify] (N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket)
  - (xxx) ETI Documents: [As per Conditions]/[specify]
  - (xxxi) Protected Amount [Not Applicable]/[specify] per Specified Denomination
  - (xxxii) Delayed Redemption on the Occurrence of an Extraordinary ETI Event: [Applicable/Not applicable]
  - (xxxiii) Delayed Payment Cut-Off Date: [As per Conditions]/[specify]
- 30.** Foreign Exchange (FX) Rate Linked Interest Provisions: [Applicable/Not applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) The relevant base currency (the "**Base Currency**") is: [specify]
  - (ii) The relevant subject [currency/currencies] ([each a]/[the] "**Subject Currency**") [is/are]: [specify]
  - (iii) Weighting: [specify]
  - (iv) Price Source: [specify]
  - (v) Disruption Event: Specified Maximum Days of Disruption will be equal to [●]/[five]
- (If no specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*



- (vi) Delayed Redemption on Occurrence of a Disruption Event: [Applicable/Not applicable]  
[if applicable:  
Principal Protection Termination Amount:  
[Applicable/Not applicable]]
- (vii) Relevant Screen Page: [specify]
- (viii) Interest Valuation Time: [specify]
- (ix) Interest Valuation Date: [●]
- (x) Optional Additional Disruption Events: [(The following Optional Additional Disruption Events apply to the Notes:]  
(Specify each of the following which applies)  
[Increased Cost of Hedging]  
[[The Trade Date is [●].]
- 31.** Underlying Interest Rate Linked Interest Provisions: [Applicable/Not applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Underlying Interest Determination Date(s): [specify]  
(If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:")
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination/ISDA Determination]
- (iii) Screen Rate Determination:
- Underlying Reference Rate: [specify]  
(Either LIBOR, EURIBOR or other)
  - Specified Time: [specify]  
(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)
  - Relevant Screen Page: [specify]  
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (iv) ISDA Determination:
- Floating Rate Option: [specify]
  - Designated Maturity: [specify]
  - Reset Date: [specify]
- (v) Underlying Margin(s): [+/-][●] per cent. per annum

- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum

*(If more than one Underlying Interest Rate is to be determined, include the following language: "Underlying Interest Rate<sub>2</sub>:" and repeat items 32(ii) to (vii).*

*Repeat for each Underlying Interest Rate.)*

32. Additional Business Centre(s) (Condition 3(b) of the Terms and Conditions of the English Law Notes and Condition 3(b) of the Terms and Conditions of the French Law Notes): [●]

#### PROVISIONS RELATING TO REDEMPTION

33. Final Redemption Amount: [Calculation Amount x [●] per cent.]/[Final Payout]

34. Final Payout: [Not Applicable]

[SPS Payouts

#### **[SPS Fixed Percentage Notes**

*[Insert formula and other related provisions from Payout Conditions]]*

#### **[SPS Reverse Convertible Notes**

[SPS Reverse Convertible Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]*

[SPS Reverse Convertible Standard Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

#### **[SPS Vanilla Products**

[Vanilla Call Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Call Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Put Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Put Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[Vanilla Digital Notes:

*Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*

[[Knock-in / Knock-out] Vanilla Call Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

### **[Asianing Products**

[Asian Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Asian Spread Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Himalaya Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

### **[Auto-Callable Products**

[Autocall Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Autocall Standard Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Autocall One Touch Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

### **[Indexation Products**

[Certi Plus: Booster Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Certi Plus: Bonus Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Certi Plus: Leveraged Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Certi Plus: Twin Win Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Certi Plus: Super Sprinter Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

[Certi plus: Generic Notes:

*[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]*

		[Certi plus: Generic Knock-in Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[Ratchet Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[Sum Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[Option Max Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
FI Payouts		[FI FX Vanilla Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[FI Digital Floor Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[FI Digital Cap Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[FI Digital Plus Notes: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i>
		[FI Inflation Securities: <i>[Insert formula and related provisions from Payout Conditions]</i>
<b>35.</b>	Automatic Early Redemption:	[Applicable/Not applicable]
	(i) Automatic Early Redemption Event:	[Target Automatic Early Redemption] [FI Underlying Automatic Early Redemption] [FI Coupon Automatic Early Redemption] [Standard Automatic Early Redemption: "greater than"/"greater than or equal to"/"less than"/"less than or equal to"]
	(ii) Automatic Early Redemption Valuation Time:	[specify]
	(iii) Automatic Early Redemption Payout:	[SPS Automatic Early Redemption Payout: <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i> [Target Automatic Early Redemption: <i>[Insert relevant provisions from Conditions]</i> [FI Underlying Automatic Redemption] [Accrual to Automatic Early Redemption: [Applicable/Not Applicable]]

		<i>[Insert relevant provisions from Conditions]</i>
		[FI Coupon Automatic Early Redemption: <i>[Insert relevant provisions from Conditions]</i>
(iv)	Automatic Early Redemption Date(s):	<i>[specify]</i>
(v)	Automatic Early Redemption Level:	<i>[specify]</i>
(vi)	Automatic Early Redemption Percentage:	<input type="checkbox"/> per cent.][Not applicable]
(vii)	Automatic Early Redemption Percentage Up:	<input type="checkbox"/> per cent.][Not applicable]
(viii)	Automatic Early Redemption Percentage Down:	<input type="checkbox"/> per cent.][Not applicable]
(ix)	AER Exit Rate:	[AER Rate <i>[Insert relevant provisions from Conditions]</i> [AER Athena up Rate <i>[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]</i> [AER CSN Rate <i>[Insert relevant provisions from Conditions]</i>
(x)	Automatic Early Redemption Valuation Date(s)/Period(s):	<i>[specify]</i>  <i>[For Fixed Income payouts, consider whether this is the interest determination date (i.e. 2 business days prior to the Automatic Early Redemption Date)]</i>
(xi)	Observation Price Source:	<i>[specify]</i> ][Not applicable]
(xii)	Underlying Reference Level:	[Official level]/[Official close]/[last price]/[Bid price]/[Asked price]/Standard Underlying Reference Level]/[Not applicable]
<b>36.</b>	Issuer Call Option:	<b>[Applicable/Not applicable]</b>  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Optional Redemption Date(s):	<input type="checkbox"/>
(ii)	Optional Redemption Valuation Date(s):	<input type="checkbox"/>
(iii)	Optional Redemption Amount(s):	[Calculation Amount x <input type="checkbox"/> percent] [SPS Call Payout  <i>[Insert formula, relevant value(s) and related provisions from Payout Conditions]]</i>
(iv)	If redeemable in part:	
	(a) Minimum Redemption Amount:	<input type="checkbox"/>
	(b) Higher	<input type="checkbox"/>

	Redemption Amount:	
(v)	Notice period:	Minimum notice period: [●] Maximum notice period: [●] <i>(N.B. When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.)</i>
<b>37.</b>	Noteholder Put Option:	[Applicable/Not applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Optional Redemption Date(s):	[●]
(ii)	Optional Redemption Valuation Date(s):	[●]
(iii)	Optional Redemption Amount(s):	[Calculation Amount x [●] percent] [SPS Put Payout] <i>[Insert formula, relevant value(s) and related provisions from Payout Conditions]</i>
(iv)	Notice period:	Minimum notice period: [●] Maximum notice period: [●] <i>(N.B. When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.)</i>
<b>38.</b>	Aggregation:	[Applicable/Not applicable]
<b>39.</b>	Index Linked Redemption Amount:	[Applicable/Not applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Index/Basket of Indices:	[●] [Composite/non Composite] [Custom Index]
(ii)	Index Currency:	[specify]
(iii)	Screen Page:	[specify]
(iv)	Specified Maximum Days of Disruption:	[As defined in Annex 2][specify] Scheduled Trading Days]
(v)	Strike Date:	[●]
(vi)	Averaging:	Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]

[Modified Postponement]

*(Only applicable if Modified Postponement is applicable as an Averaging election)*

[Specified Maximum Days of Disruption will be equal to: [●]/[eight]]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (vii) Redemption Valuation Date: [specify]
- (viii) Observation Date(s): [The Observation Date(s) is/are [●]/Not applicable.]  
[In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] [the provisions of Annex 2] will apply.]
- (ix) Observation Period: [specify/Not applicable]
- (x) Exchange Business Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
*(standard election is All Indices Basis)*
- (xi) Scheduled Trading Day: [(All Indices Basis)/(Per Index Basis)/(Single Index Basis)]  
*(must match election made for Exchange Business Day)*
- (xii) Exchange(s) and Index Sponsor:  
(a) the relevant Exchange[s] [is/are] [●]; and  
(b) the relevant Index Sponsor is [●].
- (xiii) Related Exchange: [specify/All Exchanges]
- (xiv) Weighting: [Not applicable/The Weighting to be applied to each item comprising the Basket of Indices to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of Index Linked Notes]/[specify]. *(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Indices)*
- (xv) Valuation Time: [Scheduled Closing Time]/[Any time [on the relevant Settlement Price Date /during the Observation Period.] [[●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. If no time specified, the Valuation Time will be the Scheduled Closing Time)* *(N.B. Only applicable to Indices other than Custom Indices)*  
[As per the Conditions]/[●] being the time specified on the Valuation Date or an Averaging Date or Observation Date as the case may be, for the calculation of the Settlement Price.] *(N.B. If no time specified, the Valuation Time will be as per the*

- Conditions) (N.B. Only applicable to Custom Indices)*
- (xvi) Index Correction Period: [As per Conditions/[specify]]
- (xvii) Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
 [Increased Cost of Hedging]  
 [Increased Cost of Stock Borrow]  
 [Loss of Stock Borrow]  
 [Force Majeure Event] *(N.B. Only applicable to Custom Indices)*
- Trade Date: [●]
- (b) [[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant security] is [●].]  
*(N.B. Only applicable if Loss of Stock Borrow is applicable)]*
- (c) [[The Initial Stock Loan rate in respect of [specify in relation to each relevant security] is [●].]  
*(N.B. only applicable if Increased Cost of Stock Borrow is applicable)]*
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: [Applicable/Not applicable]  
 [if applicable:  
 Principal Protection Termination Amount:  
 [Applicable/Not applicable]]
- (xviii) Market Disruption: Specified Maximum Days of Disruption will be equal to [●]/[eight]:  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (xix) Delayed Redemption on the Occurrence of Index Adjustment Event: [Applicable/Not applicable]  
 [if applicable:  
 Principal Protection Termination Amount:  
 [Applicable/Not applicable]]
- (xx) Additional provisions applicable to Custom Indices: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
 [In the event that an Averaging Date is a Disrupted Day, Condition 9.2 of Index Linked Conditions will apply.]



[Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*

- (b) Strike Price: [●]
- (c) Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]
- (d) Scheduled Custom Index Business Day: [(All Custom Indices Basis)/(Per Custom Index Basis)(Single Custom Index Basis)]  
(Must match election made for Custom Index Business Day)
- (e) Custom Index Correction Period: [As per Conditions]/[[●]specify]
- (f) Custom Index Disruption Event: [Specified Maximum Days of Disruption will be equal to: [●]/[twenty]]  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to twenty)*
- (g) Delayed Redemption on the Occurrence of Custom Index Adjustment Event: [Applicable with a rate of [●] per cent. per annum /Not applicable]

40. Share Linked Redemption Amount: [Applicable/Not applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Share(s)/Share Company/Basket Company/GDR/ADR: [●]  
[Insert GDR/ADR]<sup>31</sup>
- (ii) Relative Performance Basket: [Not applicable/specify]
- (iii) Share Currency: [specify]
- (iv) ISIN of Share(s): [specify]
- (v) Screen Page/Exchange Code: [specify]
- (vi) Strike Date: [●]
- (vii) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [●].]  
[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]  
[Modified Postponement]  
*(Only applicable if Modified Postponement is*

<sup>31</sup> Specify each GDR or ADR (if any). In the case of Share Linked Notes relating to a GDR/ADR, complete Share Linked Final Terms as applicable for GDR/ADR reference asset(s).

*applicable as an Averaging election)*

[Specified Maximum Days of Disruption will be equal to: /eight]

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (viii) Redemption Valuation Date: [specify]
- (ix) Observation Date(s): [The Observation Date(s) is/are /Not applicable].]  
[In the event that an Observation Date is a Disrupted Date/[Omission/Postponement/Modified Postponement] will apply.]
- (x) Observation Period: [specify/Not applicable]
- (xi) Exchange Business Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(standard election is All Shares Basis)*
- (xii) Scheduled Trading Day: [(All Shares Basis)/(Per Share Basis)/(Single Share Basis)]  
*(must match election made for Exchange Business Day)*
- (xiii) Exchange(s): The relevant Exchange[s] .
- (xiv) Related Exchange(s): [specify/All Exchanges]
- (xv) Weighting: [Not applicable/The Weighting to be applied to each item comprising the Basket of Shares to ascertain the Settlement Price is . Each such Weighting shall be subject to adjustment in the case of Share Linked Notes]/[specify]. *(N.B. Only applicable in relation to Cash Settled Notes relating to a Basket of Shares)*
- (xvi) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.]  
[The Valuation Time is , being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time).*
- (xvii) Share Correction Period: [As per Conditions/specify]
- (xviii) Optional Additional Disruption Events: (a) [The following Optional Additional Disruption Events apply to the Notes:]  
*(Specify each of the following which applies)*  
[Increased Cost of Hedging]  
[Increased Cost of Stock Borrow]  
[Insolvency Filing]  
[Loss of Stock Borrow]  
[Stop-Loss Event]  
[Stop-Loss Event Percentage:  per cent.]
- Trade Date

- (b) **[[The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [●].]**  
*(N.B. Only applicable if Loss of Stock Borrow is applicable)*
- (c) **[[The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [●].]**  
*(N.B. Only applicable if Increased Cost of Stock Borrow is applicable)*
- (d) Delayed Redemption on the Occurrence of Additional Disruption Event and/or Optional Additional Disruption Event: **[Applicable/Not applicable]**  
**[if applicable:**  
Principal Protection Termination Amount: **[Applicable/Not applicable]]**
- (xix) Market Disruption: Specified Maximum Days of Disruption will be equal to **[●]/[eight]**  
*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (xx) **[Tender Offer: [Applicable/Not applicable]]**
- (xxi) Delayed Redemption on the Occurrence of an Extraordinary Event: **[Applicable/Not applicable]**  
**[if applicable:**  
Principal Protection Termination Amount: **[Applicable/Not applicable]]**
- (xxii) Listing Change: **[Applicable/Not applicable]**
- (xxiii) Listing Suspension: **[Applicable/Not applicable]**
- (xxiv) Illiquidity: **[Applicable/Not applicable]**
- 41. Inflation Linked Redemption Amount:** **[Applicable/Not applicable]**
- (i) Index/Indices: **[●]**  
**[Composite/non Composite]**
- (ii) Cut-Off Date: **[●]/[Not applicable]**
- (iii) Related Bond: **[●]/Fall Back Bond**
- (iv) Issuer of Related Bond: **[●]/[Not applicable]**
- (v) Fall Back Bond: **[Applicable/Not applicable]**
- (vi) Index Sponsor: **[●]**
- (vii) Related Bond Redemption Event: **[Applicable/Not applicable]**
- (viii) Determination Date: **[●]**
- (ix) Optional Additional Disruption Events: **[(The following Optional Additional Disruption Events apply to the Notes:)]**

- (Specify each of the following which applies)
- [Increased Cost of Hedging]
- Trade Date: [●]
42. Commodity Linked Redemption Amount: [Applicable/Not applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Commodity/Commodities/Commodity Index/Commodity Indices: [●]  
[The Sponsor[s] of the Commodity Index/Indices is/are [●]]
- (ii) Pricing Date(s): [●]
- (iii) Initial Pricing Date: [specify]
- (iv) Final Pricing Date: [specify]
- (v) Commodity Reference Price: [●]  
The Price Source is/are: [●]
- (vi) Delivery Date: [●] / [Not Applicable]
- (vii) Nearby Month: [●] / [Not Applicable]
- (viii) Specified Price: [specify]
- (ix) Exchange(s): the relevant Exchange[s] [is/are] [●] / [Not Applicable]
- (x) Specified Maximum Days of Disruption: [●]/[five]  
*(If no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to five)*
- (xi) Disruption Fallback(s): [As per Commodity Linked Condition 8]/Not applicable]
- (xii) Optional Additional Disruption Events: [(The following Optional Additional Disruption Events apply to the Notes:)]  
[●]  
[The Trade Date is [●].]
- (xiii) Weighting: The Weighting to be applied to each item comprising the Commodity Basket is [●]
43. Fund Linked Redemption Amount: [Applicable/Not applicable]
- (i) Fund: [●]  
[The [●] Fund is a Mutual Fund]  
[The [●] Fund is a Hedge Fund]  
[The [●] Fund is a Private Equity Fund]
- (ii) Fund Share(s): [●]
- (iii) Fund Documents: [As per Conditions]/[●]
- (iv) Fund Business Day: [All Fund Share Basis]/[Per Fund Share Basis]/[Single Fund Share Basis]

- (v) Fund Service Provider: [As per Conditions]/[●]
- (vi) Calculation Date(s): [As per Conditions]/[●]
- (vii) Initial Calculation Date: [●]/[Not applicable]
- (viii) Final Calculation Date: [●]/[Not applicable]
- (ix) Fund Service Provider: [specify]/[As per Conditions]
- (x) Hedging Date: [●]/[Not applicable]
- (xi) AUM Level [specify]/[Not applicable]
- (xii) NAV Trigger Percentage: [As per Conditions]/[●]
- (xiii) NAV Trigger Period: [●]
- (xiv) Number of NAV Publication Days: [●]
- (xv) Basket Trigger Level: [●]/[As per Conditions]
  
- (xvi) Termination Amounts: [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[specify]
- (xvii) Simple Interest Spread: [specify]/[As per Conditions]
- (xviii) Termination Date: [specify]
- (xix) Weighting: The Weighting to be applied to each Fund Share comprises the Fund Basket is [●]
- (xx) Protected Amount: [specify]
- (xxi) Delayed Redemption on the Occurrence of an Extraordinary Fund Event: [Applicable/Not applicable]
- (xxii) [Delayed Payment Cut-Off Date: [specify]]
  
- 44.** Credit Linked Notes: [Applicable/Not applicable]
- (i) Type of Credit Linked Notes [Single Reference Entity CLN]
  - [Nth-to-Default CLN
  - N: [●]
  - Substitution: [Not Applicable] [Applicable]]
  - [Linear Basket CLN]
  - [Other]
- Substitution: [Not Applicable] [ Applicable]
- (ii) Transaction Type: [●]
- (iii) Trade Date: [●]
- (iv) Scheduled Maturity Date [●]
- (v) Calculation Agent responsible for making calculation and determinations pursuant to Annex 7 (Additional Terms [●]

and Conditions for Credit  
Linked Notes):

- (vi) Reference Entity(ies):
  - (vii) Reference Entity Notional Amount  [as per the Credit Linked Conditions]
  - (viii) Reference Obligation(s):  
The obligation identified as follows
    - Primary Obligor:
    - Guarantor:
    - Maturity:
    - Coupon:
    - CUSIP/ISIN:
    - Original Issue Amount:
  - (ix) Settlement Method:  [Auction Settlement]  [Cash Settlement]  [Physical Settlement]
  - (x) Fallback Settlement Method  [Cash Settlement]  [Physical Settlement]
  - (xi) Settlement Deferral:  [Applicable]  [Not Applicable]
  - (xii) Settlement Currency
  - (xiii) Merger Event:  [Credit Linked Condition 2.3  [Applicable/Not Applicable]]  
*(If Applicable):*  
 [Merger Event Redemption Date:
  - (xiv) LPN Reference Entities  [Not Applicable]  [Applicable]
  - (xv) Terms relating to Cash Settlement:  [As per the Credit Linked Conditions]  [Not Applicable]  [Specify variations or additions to Credit Linked Conditions]
  - (xvi) Terms relating to Physical Settlement  [As per the Credit Linked Conditions]  [Not Applicable]  [Specify variations or additions to Credit Linked Conditions]
  - (xvii) Cessation of Interest Accrual:  [As per Credit Linked Condition 3(a)(i)]  [As per Credit Linked Condition 3(a)(ii)]
  - (xviii) Interest:
  - (xix) Additional Credit Linked Note Disruption Events:  [The following Additional Credit Linked Note Disruption Events apply to the Notes:]  [Not Applicable]  
*(Specify each of the following which applies.)*  
 [Change in Law]  
 [Hedging Disruption]  
 [Increased Cost of Hedging]
  - (xx) Additional provisions:
- 45.** ETI Linked Redemption Amount:  [Applicable/Not applicable]  
*(If not applicable, delete the remaining sub-*

- paragraphs of this paragraph)*
- (i) ETI/ETI Basket: **[●]**
- (ii) ETI Interest(s): **[insert type of ETI Interest(s)]**
- (iii) ETI Related Party: **[As per Conditions]/[specify]**
- (iv) ETI Documents: **[As per Conditions]/[specify]**
- (v) Exchange(s): The relevant Exchange[s] **[is/are] [●]**. **[Not applicable]**
- (vi) Related Exchange: **[specify]/[All Exchanges]/[Not applicable]**
- (vii) Scheduled Trading Day: **[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]**  
*(must match election made for Exchange Business Day)*
- (viii) Exchange Business Day: **[All ETI Interests Basis/Per ETI Interest Basis/Single ETI Interest Basis]**  
*(standard election is All ETI Interest Basis)*
- (ix) Calculation Date(s): **[As per Conditions]/[specify]**
- (x) Initial Calculation Date: **[●]/[Not applicable]**
- (xi) Final Calculation Date: **[●]/[Not applicable]**
- (xii) Hedging Date: **[●]**
- (xiii) Investment/AUM Level: **[As per Conditions]/[specify]**
- (xiv) Value per ETI Interest/Trading Price Barrier: **[As per Conditions]/[specify]**
- (xv) Number of Value Publication Days: **[● calendar days] [● Business Days (as defined in Condition 3(b))]**  
**[Additional Financial Centre: [specify]]**  
*(N.B. Only applicable if Number of Value Publication Days is calculated by reference to Business Days)*
- (xvi) Value Trigger Percentage: **[As per Conditions]/[specify]**
- (xvii) Value Trigger Period: **[As per Conditions]/[specify]**
- (xviii) Basket Trigger Level: **[As per Conditions]/[specify]**
- (xix) Settlement Price: **[Official closing price]/[Value per ETI Interest]**
- (xx) Disrupted Day:
- (xxi) Averaging: Averaging **[applies/does not apply]** to the Notes. **[The Averaging Dates are [●].]**  
**[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]**  
**[Modified Postponement]**  
*(Only applicable if Modified Postponement is applicable as an Averaging election)*  
**[Specified Maximum Days of Disruption will be equal to: [●]/[eight]]**

*(If no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*

- (xxii) Redemption Valuation Date: [specify]
- (xxiii) Weighting: [Not applicable/The Weighting to be applied to each item comprising the ETI Basket to ascertain the Settlement Price is [●]. Each such Weighting shall be subject to adjustment in the case of ETI Linked Notes]/[specify]. (N.B. Only applicable in relation to Cash Settled Notes relating to an ETI Basket)
- (xxiv) Valuation Time: [Scheduled Closing Time/Any time [on the relevant Settlement Price Date /during the Observation Period.] [The Valuation Time is [●], being the time specified on the relevant Settlement Price Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (N.B. if no time specified, the Valuation Time will be the Scheduled Closing Time).
- (xxv) Maximum Stock Loan Rate: [Maximum Stock Loan Rate in respect of [specify in relation to each relevant ETI Interest] is [●].]
- (xxvi) ETI Interest Correction Period: [As per Conditions]/[specify]
- (xxvii) Termination Amount: [Principal Protected Termination Amount]/[Non-Principal Protected Termination Amount]/[specify]
- (xxviii) Simple Interest Spread: [As per Conditions]/[specify]
- (xxix) Termination Date: [●]
- (xxx) Protected Amount: [specify] per Specified Denomination
- (xxxi) Delayed Redemption on the Occurrence of an Extraordinary ETI Event: [Applicable/Not applicable]
46. Foreign Exchange (FX) Rate Linked Redemption Amount: [Applicable/Not applicable]  
[●]
- (i) Relevant Screen Page: [specify]
- (ii) The relevant base currency (the “**Base Currency**”) is: [specify]
- (iii) The relevant subject [currency/currencies] ([each a]/[the] “**Subject Currency**”) [is/are]: [specify]
- (iv) Weighting: [specify]
- (v) Price Source: [specify]
- (vi) Disruption Event: Specified Maximum Days of Disruption will be equal to [●]/[five]  
*(If no Specified Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to five)*
- (vii) Strike Date: [specify]



- (viii) Averaging Dates: [specify]
- (ix) Observation Date(s): [specify]
- (x) Observation Period: [specify]
- (xi) Valuation Time: [specify]
- (xii) Redemption Valuation Date: [specify]
- (xiii) Provisions for determining redemption amount where calculation by reference to Formula is impossible or impracticable: [●]
- (xiv) Delayed Redemption on the Occurrence of an Additional Disruption Event: [Applicable/Not applicable]  
[if applicable:  
Principal Protection Termination Amount:  
[Applicable/Not applicable]]
- (xv) Optional Additional Disruption Events: [(The following Optional Additional Disruption Events apply to the Notes:]  
(Specify each of the following which applies)  
[Increased Cost of Hedging]  
[[The Trade Date is [●].]
47. Underlying Interest Rate Linked Redemption Amount: [Applicable/Not applicable]  
[●]
- (i) Underlying Interest Determination Date(s): [specify]  
  
(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>1</sub>:")
- (ii) Manner in which the Underlying Interest Rate is to be determined: [Screen Rate Determination/ISDA Determination]
- (iii) Screen Rate Determination:
- Underlying Reference Rate: [specify]  
(Either LIBOR, EURIBOR or other)
  - Specified Time: [specify]  
(which will be 11:00 am, London time, in the case of LIBOR, or 11:00 am, Brussels time, in the case of EURIBOR)
  - Relevant Screen Page [specify]  
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

- (iv) ISDA Determination:
- Floating Rate Option: [specify]
  - Designated Maturity: [specify]
  - Reset Date: [specify]
- (v) Underlying Margin(s): [+/-][●] per cent. per annum
- (vi) Minimum Underlying Reference Rate: [●] per cent. per annum
- (vii) Maximum Underlying Reference Rate: [●] per cent. per annum

*(If more than one [Underlying Interest Rate] is to be determined, include the following language: "Underlying Interest Rate<sub>2</sub>:" and repeat items 47(ii) to (vii).*

*Repeat for each Underlying Interest Rate.)*

- 48.** Early Redemption Amount:  
Early Redemption Amount(s): [Calculation Amount x [●] per cent]  
[Market Value less Costs]
- 49.** Provisions applicable to Physical Delivery:<sup>32</sup> [Applicable/Physical Delivery Option [1/2/3]/Not applicable]
- (i) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:  
  
[Delivery of Worst-Performing Underlying applicable:  
[Insert formula from Payout Conditions]  
[Calculation Amount: [●]]  
Redemption Payout:  
[●]  
SPS Valuation Date: [●]]
- [Delivery of Best-Performing Underlying applicable:  
[Insert formula from Payout Conditions]  
[Calculation Amount: [●]]  
Redemption Payout:  
[●]  
SPS Valuation Date: [●]]
- (ii) Relevant Asset(s): [As specified above]/The relevant asset to which the Notes relate [is/are] [●][Not applicable].
- (iii) Cut-Off Date: [●]/[As specified in Condition 4(b) of the Terms and Conditions of the [English Law Notes] [French Law Notes]]

<sup>32</sup> Not applicable to Commodity Linked Notes or Credit Linked Notes and to French law Notes.

- |      |                                        |                             |
|------|----------------------------------------|-----------------------------|
| (iv) | Settlement Business Day(s):            | [specify]                   |
| (v)  | Delivery Agent:                        | [Not applicable/specify]    |
| (vi) | Failure to Deliver due to Illiquidity: | [Applicable/Not applicable] |

*(N.B. Only applicable in the case of Physical Delivery Notes - Failure to Deliver due to Illiquidity is applicable to certain Share or ETI Linked Notes. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Notes)*

**50. Variation of Settlement:**

- |      |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)  | Issuer's option to vary settlement:                 | The Issuer [has/does not have] the option to vary settlement in respect of the Notes.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| (ii) | Variation of Settlement of Physical Delivery Notes: | [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Final Redemption Amount on the Maturity Date and the provisions of Condition 4(b)(B)(ii) of the Terms and Conditions of the [English Law Notes][French Law Notes] will apply to the Notes./The Issuer will procure delivery of the Entitlement in respect of the Notes and the provisions of Condition 4(b)(B)(ii) of the Terms and Conditions of the [English Law Notes][French Law Notes] will not apply to the Notes.] |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- |            |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>51.</b> | Form of Notes:<br>New Global Note. <sup>33</sup>                    | [Bearer Notes:<br>[Yes/No]<br><br>[Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for definitive Bearer Notes [on 60 days' notice given at any time/only upon an Exchange Event].<br><br>[Temporary Global Note exchangeable for definitive Notes on and after the Exchange Date.]] <sup>34</sup><br><br>[Registered Notes:<br><br>Registered Global Note (U.S.\$[●] nominal amount)/Registered Notes in definitive form (specify nominal amounts)<br><br>[Dematerialised Notes<br><br>[Bearer dematerialised form (au porteur)/ [fully/administered] Registered dematerialised form (au nominatif [pur/administré]).]] <sup>35</sup> |
| <b>52.</b> | Financial Centre(s) or other special provisions relating to Payment | [Not applicable/give details] (Note that this paragraph relates to the place of payment and not interest period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

<sup>33</sup> You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

<sup>34</sup> In relation to any Series of Notes which are expressed to be issued in denominations of [EUR 100,000] and integral multiples of [EUR 1,000] the Global Note will not be exchangeable at the option of the holder.

<sup>35</sup> Insert as applicable where the Notes are French Law Notes.

Days for the purposes of Condition 4(a) of the Terms and Conditions of the English Law Notes or Condition 4(b) of the Terms and Conditions of the French Law Notes, as the case may be: *end dates to which sub-paragraph 31 relate all relevant Financial Centre(s) (including the location of the relevant agent(s)) should be included other than Target2)*

- 53.** Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature): [Yes as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made] / [No]
- 54.** Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not applicable/give details]
- 55.** Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: [Not applicable/give details]
- (i) [Instalment Amounts: [●]]
- (ii) Instalment Dates: [●]
- 56.** Redenomination, renominatisation and reconventioning provisions: [Not applicable/The provisions [in Condition 7 of the Terms and Conditions of the [English Law Notes][French Law Notes]] apply]
- 57.** Masse (Condition 12 of the Terms and Conditions of the French Law Notes)<sup>36</sup>: [Full Masse]/[Contractual Masse] shall apply  
(Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 12(a) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 12(b) (Full Masse) shall apply.)  
[Name and address of the Representative: [●]]  
Name and address of the alternate Representative: [●]  
[The Representative will receive no remuneration/The Representative will receive a remuneration of [●]]<sup>37</sup>
- 58.** Governing law: [English][French] law. [Condition 2(b) is governed by French law.]

## DISTRIBUTION

- 59.** (i) If syndicated, names [and addresses] of Managers [and underwriting commitments] (specifying [Not applicable/give names])

<sup>36</sup> Applicable for French Law Notes only.  
<sup>37</sup> Insert as applicable where the Notes are French Law Notes.

- Lead Manager):
- (ii) Date of [Subscription Agreement]: [●]
- (iii) Stabilising Manager (if any): [Not applicable/give name]
60. Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
61. U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/ TEFRA Not applicable]
62. Other terms and conditions: [●]  
*[Include or annex additional terms and conditions as required]*

**[RESPONSIBILITY]**

*[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced from information published by [●].]*

Signed on behalf of the Issuer:

By: \_\_\_\_\_

Duly authorised

## PART B – OTHER INFORMATION

### 1. Listing and Admission to trading

- (i) Listing: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●]]  
[Not applicable]
- (ii) Admission to trading: **[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●] with effect from [ ]] [Not Applicable.]**  
  
[Not applicable.]  
*(Where documenting a fungible issue need to indicate that original [Notes] are already admitted to trading)*
- (iii) Estimate of total expenses related to admission to trading: **[●] [Not applicable]**

### 2. Ratings

- Ratings: [The Notes to be issued [have been]/[are expected to be] rated [insert details] by [insert the legal name of the relevant credit rating agency entity(ies)].  
  
*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider, for example:*  
  
*"As defined by Standard & Poor's, an [A+] rating means that the Issuer's capacity to meet its financial commitment under the Notes is very strong."*  
  
*"Obligations rated [A2] by Moody's are judged to be of high quality and are subject to very low credit risk. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category."*  
  
*"As defined by Fitch France an [A+] rating denotes a very low expectation of credit risk. It indicates a very strong capacity for timely payment of financial commitments. Such capacity is not significantly vulnerable to foreseeable events."*  
  
*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. [Floating Rate Notes only – Historic Interest Rates

[Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]<sup>38</sup>[Not applicable]

### 4. [Performance of Index/ Share/ Commodity/ Inflation/ Foreign Exchange Rate/ Fund/ Reference Entity/ Entities/ ETI Interest/ Underlying Interest Rate and Other Information concerning the Underlying Reference

<sup>38</sup> Not required for debt securities with a denomination per unit of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date).

*Need to include details of where past and further performance and volatility of the index/formula/commodity/rates/reference entity/fund/other variables can be obtained.]*

## 5. OPERATIONAL INFORMATION

- |        |                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)    | ISIN Code:                                                                                                                                                                                                | <b>[●]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (ii)   | Common Code:                                                                                                                                                                                              | <b>[●]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| (iii)  | Any clearing system(s) other than [Euroclear France] <sup>39</sup> Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Paying Agent and the relevant identification number(s): | <b>[Not applicable/Central Moneymarkets Unit/give name(s) and number(s)]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (iv)   | Delivery:                                                                                                                                                                                                 | Delivery [against/free of] payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (v)    | Additional Paying Agent(s) (if any):                                                                                                                                                                      | <b>[Not applicable/give name]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (vi)   | [CMU Instrument No.:                                                                                                                                                                                      | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (vii)  | [CMU Lodging Agent:                                                                                                                                                                                       | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (viii) | [CMU Paying Agent:                                                                                                                                                                                        | Not applicable/[●]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| (ix)   | Intended to be held in a manner which would allow Eurosystem eligibility <sup>40</sup> :                                                                                                                  | <p><b>[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safe-keeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]</b></p> <p><b>[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safe-keeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]<sup>41</sup></b></p> |
| (x)    | Name and address of Registration Agent: <sup>42</sup>                                                                                                                                                     | <b>[●] / [Not applicable]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

<sup>39</sup> In relation to French Law Notes only.

<sup>40</sup> See Part A - 35 "Form of Notes - New Global Note".

<sup>41</sup> Not applicable to French Law Notes.

<sup>42</sup> In relation to French Law Notes only.

## **TAXATION**

The statements herein regarding taxation are based on the laws in force in Austria, Belgium, France, Germany, Hong Kong, Italy, the Grand Duchy of Luxembourg, the Netherlands, Portugal, Spain, the United Kingdom and the United States as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax adviser as to each of the EU Directive on the Taxation of Savings Income, the Austrian, the Belgian, the French, the German, the Hong Kong, the Italian, the Luxembourg, the Dutch, the Portuguese, the UK and the U.S. tax consequences as applicable of any investment in or ownership and disposal of the Notes.



## EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

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

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

## THE PROPOSED FINANCIAL TRANSACTIONS TAX

In September 2011, the EU Commission attempted to introduce an EU-wide financial transactions tax. However not all the Member States were in favour of such a tax and so the tax could not be implemented in all Member States. Subsequently, 11 Member States of the EU requested that the Commission develop a proposal for the introduction of a common financial transactions tax ("**FTT**") for each of those Member States. The Commission developed such a proposal under the EU's enhanced cooperation procedure which allows 9 or more Member States to implement common legislation. In January 2013 the EU Council of Ministers authorised the Commission to proceed with enhanced cooperation for a common FTT and the Commission has now published a draft Directive containing proposals for the FTT. This FTT is intended to be introduced only in the 11 participating Member States (Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia).

The proposed FTT imposes a charge on financial transactions including purchases and sales of financial instruments; this charge will be levied at not less than 0.1 per cent. of the sale price. The FTT also imposes a charge on the conclusion of, and a purchase and sale of a derivative contract; this charge will be levied at not less than 0.01 per cent. of the nominal amount of the derivative. Physical settlement of a derivative contract is likely to trigger a further charge.

A charge to FTT will arise if at least one party to a financial transaction is established in a participating Member State and a financial institution established in (or is treated as established in) a participating Member State is a party to the transaction, for its own account, for the account of another person, or if the financial institution is acting in the name of a party to the transaction.

In the case of Notes, it is important to be aware that a financial institution, wherever located, will be treated as established in a participating Member State in respect of a financial transaction if it is a party (for its own account or for the account of another person) or is acting in the name of a party, to a financial transaction in respect of a financial instrument issued within that Member State. Given that the Issuer is incorporated in France, which is one of the 11 participating Member States, financial institutions and other persons which are party to financial transactions in respect of the Notes will be treated as established in France and the FTT could be payable in France if the conditions for a charge to arise are satisfied.

There are limited exemptions to the proposed FTT; one important exemption is the "primary market transactions" exemption which should cover the issuing, allotting, underwriting or subscribing for shares, bonds and securitised debt, but not derivative contracts. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

Even though the FTT is to be introduced only in the participating Member States, it can be seen from what is said above that it could impact financial institutions operating inside and outside the 11 participating Member States, and the FTT could be payable in relation to Notes issued under this Base Prospectus if the FTT is introduced and the conditions for a charge to arise are satisfied.

The proposed FTT is still under review and it may therefore change before it is implemented. In particular, in April 2013, the UK Government announced that it is to challenge the legality of the way in which the proposed FTT will apply to financial institutions located in non-participating Member States. This challenge may lead to changes in the scope of the FTT.

It is currently proposed that the FTT should be introduced in the participating Member States on 1 January 2014. Prospective holders of Notes are strongly advised to seek their own professional advice in relation to the FTT.

## AUSTRIAN TAXATION

This section on taxation contains a brief summary of the Issuers' understanding with regard to certain important principles which are of significance in connection with the purchase, holding or sale of the Notes in the Republic of Austria. This summary does not purport to exhaustively describe all possible tax aspects and does not deal with specific situations which may be of relevance for certain potential investors. The following comments are rather of a general nature and included herein solely for information purposes. These comments are not intended to be, nor should they be construed to be, legal or tax advice. This summary furthermore only refers to investors which are subject to unlimited (corporate) income tax liability in Austria. It is based on the currently valid tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. It is recommended that potential purchasers of the Notes consult with their legal and tax advisors as to the tax consequences of the purchase, holding or sale of the Notes. Tax risks resulting from the Notes (in particular from a potential qualification as a foreign investment fund within the meaning of sec. 188 of the Austrian Investment Funds Act 2011 [*Investmentfondsgesetz 2011*]) shall in any case be borne by the purchaser. For the purposes of the following it is assumed that the Notes are legally and factually offered to an indefinite number of persons.

### General remarks

Individuals having a permanent domicile (*Wohnsitz*) and/or their habitual abode (*gewöhnlicher Aufenthalt*) in Austria are subject to income tax (*Einkommensteuer*) in Austria on their worldwide income (unlimited income tax liability; *unbeschränkte Einkommensteuerpflicht*). Individuals having neither a permanent domicile nor their habitual abode in Austria are subject to income tax only on income from certain Austrian sources (limited income tax liability; *beschränkte Einkommensteuerpflicht*).

Corporations having their place of effective management (*Ort der Geschäftsleitung*) and/or their legal seat (*Sitz*) in Austria are subject to corporate income tax (*Körperschaftsteuer*) in Austria on their worldwide income (unlimited corporate income tax liability; *unbeschränkte Körperschaftsteuerpflicht*). Corporations having neither their place of effective management nor their legal seat in Austria are subject to corporate income tax only on income from certain Austrian sources (limited corporate income tax liability; *beschränkte Körperschaftsteuerpflicht*).

Both in case of unlimited and limited (corporate) income tax liability Austria's right to tax may be restricted by double taxation treaties.

### Income taxation of the Notes

Pursuant to sec. 27(1) of the Austrian Income Tax Act (*Einkommensteuergesetz*), the term investment income (*Einkünfte aus Kapitalvermögen*) comprises:

- income from the letting of capital (*Einkünfte aus der Überlassung von Kapital*) pursuant to sec. 27(2) of the Austrian Income Tax Act, including dividends and interest;
- income from realised increases in value (*Einkünfte aus realisierten Wertsteigerungen*) pursuant to sec. 27(3) of the Austrian Income Tax Act, including gains from the sale, redemption and other realisation of assets that lead to income from the letting of capital, zero coupon bonds and also broken-period interest; and
- income from derivatives (*Einkünfte aus Derivaten*) pursuant to sec. 27(4) of the Austrian Income Tax Act, including cash settlements, option premiums received and income from the sale or other realisation of forward contracts like options, futures and swaps and other derivatives such as index certificates.

Also the withdrawal of the Notes from a bank deposit (*Depotentnahme*) and circumstances leading to a loss of Austria's taxation right regarding the Notes *vis-à-vis* other countries, e.g., a relocation from Austria (*Wegzug*), are in general deemed to constitute a sale (cf. sec. 27(6)(1) of the Austrian Income Tax Act).

Individuals subject to unlimited income tax liability in Austria holding the Notes as a non-business asset are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (*inländische Einkünfte aus Kapitalvermögen*), basically meaning income that is paid by an Austrian paying agent (*auszahlende Stelle*) or an Austrian custodian agent (*depotführende Stelle*), the income is subject to a withholding tax of 25 per cent.; no additional income tax is levied over and above the amount of tax withheld (final taxation pursuant to sec. 97(1) of the Austrian Income Tax Act). In case of investment income without an Austrian nexus, the income must be included in the income tax return and is subject to a flat income tax rate of 25 per cent. In both cases upon application the option exists to tax all income subject to the tax rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Pursuant to sec. 27(8) of the Austrian Income Tax Act, losses from investment income may not be offset with other types of income. Negative income subject to the flat tax rate of 25 per cent. may not be offset with income subject to the progressive income tax rate (this equally applies in case of an exercise of the option to regular taxation). Further, an offsetting of losses from realised increases in value and from derivatives in the form of securities with (i) interest and other claims against credit institutions and (ii) income from Austrian or foreign private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare Vermögensmassen*) is not permissible.

Individuals subject to unlimited income tax liability in Austria holding the Notes as a business asset are subject to income tax on all resulting investment income pursuant to sec. 27(1) of the Austrian Income Tax Act. In case of investment income with an Austrian nexus (as described above) the income is subject to a withholding tax of 25 per cent. While this withholding tax has the effect of final taxation for income from the letting of capital, income from realised increases in value and income from derivatives must on the other hand be included in the income tax return (nevertheless flat income tax rate of 25 per cent.). In case of investment income without an Austrian nexus, the income must always be included in the income tax return (flat income tax rate of 25 per cent.). In both cases upon application the option exists to tax all income subject to the tax rate of 25 per cent. at the lower progressive income tax rate (option to regular taxation pursuant to sec. 27a(5) of the Austrian Income Tax Act). Pursuant to sec. 6(2)(c) of the Austrian Income Tax Act, depreciations to the lower fair market value and losses from the sale, redemption and other realisation of financial assets and derivatives in the sense of sec. 27(3) and (4) of the Austrian Income Tax Act, which are subject to the special tax rate of 25 per cent., are primarily to be offset against income from realised increases in value of such financial assets and derivatives and with appreciations in value of such assets; only half of the remaining negative difference may be offset against other types of income (and carried forward).

Corporations subject to unlimited corporate income tax liability in Austria are subject to corporate income tax on interest from the Notes at a rate of 25 per cent. In case of investment income with an Austrian nexus (as described above) the income is subject to a withholding tax of 25 per cent., which can be credited against the corporate income tax liability. However, under the conditions set forth in sec. 94(5) of the Austrian Income Tax Act no withholding tax is levied in the first place. Income from the sale of the Notes is subject to corporate income tax of 25 per cent. Losses from the sale of the Notes can be offset against other income (and carried forward).

Private foundations pursuant to the Austrian Private Foundations Act fulfilling the prerequisites contained in sec. 13(3) and (6) of the Austrian Corporate Income Tax Act and holding the Notes as a non-business asset are subject to interim taxation at a rate of 25 per cent. on interest income, income from realised increases in value and income from derivatives in the form of securities. Interim tax does not fall due insofar as distributions subject to withholding tax are made to beneficiaries in the tax period. In case of investment income with an Austrian nexus (as described above) the income is in general subject to a withholding tax of 25 per cent., which can be credited against the tax falling due. Under the conditions set forth in sec. 94(12) of the Austrian Income Tax Act no withholding tax is levied.

Pursuant to sec. 93(6) of the Austrian Income Tax Act, the Austrian custodian agent is obliged to automatically offset negative investment income against positive investment income, taking into account all of a taxpayer's bank deposits with the custodian agent. If negative and at the same time or later positive income is earned, then the negative income is to be offset against the positive income. If positive and later negative income is earned, then the withholding tax on the positive income is to be

refunded, with such refund being limited with 25 per cent. of the negative income. In certain cases, the offsetting is not permissible. The custodian agent has to issue a written confirmation on the offsetting of losses for each bank deposit.

Pursuant to sec. 188 of the Austrian Investment Funds Act 2011, a foreign investment fund is defined as any assets subject to a foreign jurisdiction which, irrespective of the legal form they are organized in, are invested according to the principle of risk-spreading on the basis either of a statute, of the entity's articles or of customary exercise. Certain collective investment vehicles investing in real estate are exempted. It should be noted that the Austrian tax authorities have commented upon the distinction between index certificates of foreign issuers on the one hand and foreign investment funds on the other hand in the Investment Fund Regulations (*Investmentfondsrichtlinien*). Pursuant to these, no foreign investment fund may be assumed if for the purposes of the issuance no predominant actual purchase of the underlying assets by the issuer or a trustee of the issuer, if any, is made and no actively managed assets exist. Directly held bonds shall not be considered as foreign investment funds if the performance of the bonds depends on an index, notwithstanding the fact of whether the index is a well-known one, an individually constructed "fixed" index or an index which is changeable at any time.

### **EU withholding tax**

Sec. 1 of the Austrian EU Withholding Tax Act (*EU-Quellensteuergesetz*) – which transforms into national law the provisions of Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments – provides that interest payments paid or credited by an Austrian paying agent to a beneficial owner who is an individual resident in another EU member state (or in certain dependent or associated territories) are subject to a withholding tax of 35 per cent. if no exception from such withholding applies. Sec. 10 of the Austrian EU Withholding Tax Act provides for an exemption from withholding tax where the beneficial owner presents to the paying agent a certificate drawn up in his/her name by the competent authority of his/her member state of residence for tax purposes, indicating the name, address and tax or other identification number or, failing such, the date and place of birth of the beneficial owner, the name and address of the paying agent, and the account number of the beneficial owner or, where there is none, the identification of the security; such certificate shall be valid for a period not exceeding three years.

Regarding the issue of whether also index certificates are subject to the EU withholding tax, the Austrian tax authorities distinguish between index certificates with and without a capital guarantee, a capital guarantee being the promise of repayment of a minimum amount of the capital invested or the promise of the payment of interest. The exact tax treatment of index certificates furthermore depends on their underlying.

### **Tax treaty between Austria and Switzerland**

On 1 January 2013 the Treaty between the Republic of Austria and the Swiss Confederation on Cooperation in the Areas of Taxation and Capital Markets entered into force. The treaty provides that a Swiss paying agent has to withhold a withholding tax with the effect of final taxation corresponding to the Austrian income tax, amounting to 25 per cent., on income and capital gains from assets booked with an account or deposit of such Swiss paying agent, if the relevant holder of such assets (*i.e.* in general individuals on their own behalf and as beneficial owners of domiciliary companies) is tax resident in Austria. The following income and capital gains are subject to the withholding tax: interest income, dividends and capital gains. The treaty, however, does not apply to interest covered by the Agreement between the European Community and the Swiss Confederation providing for measures equivalent to those laid down in Council Directive 2003/48/EC on taxation of savings income in the form of interest payments. The taxpayer can opt for voluntary disclosure instead of the withholding tax by expressly authorising the Swiss paying agent to disclose to the competent Austrian authority the income and capital gains; these subsequently have to be included in the income tax return.

### **Austrian inheritance and gift tax**

Austria does not levy inheritance or gift tax.

However, it should be noted that certain gratuitous transfers of assets to (Austrian or foreign) private law foundations and comparable legal estates (*privatrechtliche Stiftungen und damit vergleichbare*

*Vermögensmassen*) are subject to foundation tax (*Stiftungseingangssteuer*) pursuant to the Austrian Foundation Tax Act (*Stiftungseingangssteuergesetz*). Such tax is triggered if the transferor and/or the transferee at the time of transfer have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Certain exemptions apply in case of a transfer *mortis causa* of financial assets within the meaning of sec. 27(3) and (4) of the Austrian Income Tax Act (except for participations in corporations) if income from such financial assets is subject to the special tax rate of 25 per cent. The tax basis is the fair market value of the assets transferred minus any debts, calculated at the time of transfer. The tax rate is in general 2.5 per cent., with a higher rate of 25 per cent. applying in special cases.

In addition, a special notification obligation exists for gifts of money, receivables, shares in corporations, participations in partnerships, businesses, movable tangible assets and intangibles. The notification obligation applies if the donor and/or the donee have a domicile, their habitual abode, their legal seat or their place of effective management in Austria. Not all gifts are covered by the notification obligation: In case of gifts to certain related parties, a threshold of EUR 50,000 per year applies; in all other cases, a notification is obligatory if the value of gifts made exceeds an amount of EUR 15,000 during a period of five years. Furthermore, gratuitous transfers to foundations falling under the Austrian Foundation Tax Act described above are also exempt from the notification obligation. Intentional violation of the notification obligation may lead to the levying of fines of up to 10 per cent. of the fair market value of the assets transferred.

Further, it should be noted that gratuitous transfers of the Notes may trigger income tax on the level of the transferor pursuant to sec. 27(6)(1) of the Austrian Income Tax Act (see above).

## BELGIAN TAXATION

The following summary describes the principal Belgian withholding tax considerations with respect to the holding of the Notes obtained by a Noteholder following an offer in Belgium.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes. In some cases, different rules may be applicable. Furthermore, the tax rules may be amended in the future, possibly with retrospective effect, and the interpretation of the tax rules may change.

This summary is based on the Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this offer in Belgium, without prejudice to any amendments introduced at a later date, even if implemented with retrospective effect.

This summary does not describe the tax consequences for Notes that are redeemable in exchange for, or convertible into, shares of the exercise, settlement or redemption of such Notes and/ or any tax consequences after the moment of exercise, settlement or redemption. Neither, does it cover the indirect taxes (including *inter alia* transfer taxes, stamp duties, stock exchange taxes) that may be due following the acquisition, transfer or disposal of the Notes.

Each prospective Noteholder should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account their own specific circumstances.

### Belgian Income Tax

#### 1. Structured Notes

On 25 January 2013, the Belgian tax authorities issued a circular letter on the Belgian tax treatment of income from structured securities characterised by an uncertain return on investment due to the variation of the coupons or the repayment terms at maturity, such as securities whose return is linked to the evolution of underlying products. According to the circular letter, the transfer of structured securities to a third party (other than the Issuer) results in taxation as interest income of the "pro rata interest", calculated on an unclear formulae. In addition, any amount paid in excess of the initial issue price upon redemption or repayment of the structured securities is considered as interest for Belgian tax purposes. It is highly debatable whether the circular letter is in line with Belgian tax legislation. Furthermore, it is unclear whether the Belgian tax authorities will seek to apply the principles set out in the circular letter to the structured Notes (the "**Structured Notes**").

It is assumed that any gains realised upon redemption or repayment by the Issuer will indeed be viewed as interest by the Belgian tax authorities (and any such gains are therefore referred to as "interest" for the purposes of the following paragraphs), but that the effective taxation of the "pro rata interest" in case of sale to a third party (ie other than the Issuer) would not be possible, on the basis that it is currently impossible to determine the amount of the "pro rata interest".

#### 2. Repayment or redemption by the Issuer

Belgian resident individual investors

Individuals who are holders of Structured Notes and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), are subject to the following tax treatment with respect to the Structured Notes in Belgium. Other rules may be applicable in special situations, in particular when individuals resident in Belgium acquire the Structured Notes for professional purposes or when their transactions with respect to the Structured Notes fall outside the scope of the normal management of their own private estate.

Payments of interest on the Structured Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Structured Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

Nevertheless, Belgian resident individuals may elect to declare interest on the Structured Notes in their personal income tax return. Also, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return. Interest income which is declared this way will in principle be taxed at a flat rate of 25 per cent. (or at the relevant progressive personal income tax rate(s), taking into account the taxpayer's other declared income, whichever is more beneficial) and no local surcharges will be due. The Belgian withholding tax levied may be credited against the income tax liability.

#### Belgian resident corporate investors

Corporations that are Belgian residents for tax purposes, i.e. that are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/Impôt des sociétés*") are subject to the following tax treatment with respect to the Structured Notes in Belgium.

Interest received by Belgian corporate investors on the Structured Notes will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent, but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Structured Notes made through a paying agent in Belgium are in principle be subject to a 25 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, provided that certain formalities are complied with. For zero or capitalisation bonds, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

#### Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*") are subject to the following tax treatment with respect to the Structured Notes in Belgium.

Payments of interest on the Structured Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the deduction and payment of the 25 per cent. withholding tax.

### **3. Sale to a third party**

No Belgian withholding tax should apply to the Structured Notes.

#### Belgian resident individual investors

Individuals who are holders of Structured Notes and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*"), are currently not liable to Belgian income tax on the capital gains (if any) realised upon disposal of the Structured Notes to a third party, provided that the Structured Notes have not been used for their professional activity and that the capital gain is realised within the framework of the normal management of their private estate. Capital losses realised upon disposal of the Structured Notes held as a non-professional investment are in principle not tax deductible.

However, Belgian resident individuals may be subject to a 33 per cent. Belgian income tax (plus local surcharges) if the capital gains on the Structured Notes are deemed to be



speculative or outside the scope of the normal management of the individuals' private estate. Capital losses arising from such transactions are not tax deductible.

Capital gains realised upon transfer of Structured Notes held for professional purposes are taxable at the ordinary progressive income tax rates (plus local surcharges), except for Structured Notes held for more than five years, which are taxable at a separate rate of 16.5 per cent. (plus local surcharges). Capital losses on the Structured Notes incurred by Belgian resident individuals holding the Structured Notes for professional purposes are in principle tax deductible.

#### Belgian resident corporate investors

Corporations that are Belgian residents for tax purposes, i.e. that are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/Impôt des sociétés*"), are liable to Belgian corporate income tax on the capital gains (if any) realised upon disposal of the Structured Notes to a third party, irrespective of whether such Structured Notes relate to shares or other assets or indices. The current standard corporate income tax rate in Belgium is 33.99 per cent.

Capital losses realised upon disposal of the Structured Notes are in principle tax deductible.

#### Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*"), are currently not liable to Belgian income tax on capital gains (if any) realised upon disposal of the Structured Notes to a third party.

Capital losses realised upon disposal of the Structured Notes are in principle not tax deductible.

## 4. Other Notes

The following summary describes the principal Belgian withholding tax considerations with respect to Notes other than Structured Notes.

For Belgian tax purposes, the following amounts are qualified and taxable as "interest": (i) periodic interest income, (ii) amounts paid by the Issuer in excess of the issue price (whether or not on the maturity date), and (iii) in case of a realisation of the Notes between two interest payment dates, the pro rata of accrued interest corresponding to the period during which the investor held the Notes in the period between the two interest payment dates. For the purposes of the following paragraphs, any such gains and accrued interest are therefore referred to as interest.

#### Belgian resident individual investors

Individuals who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/Impôt des personnes physiques*") and who hold the Notes as a private investment, are in Belgium subject to the following tax treatment with respect to the Notes. Other tax rules apply to Belgian resident individuals who do not hold the Notes as a private investment.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for Belgian resident individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided Belgian withholding tax was levied on these interest payments.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 25 per cent.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one's private estate or

unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

#### Belgian resident corporate investors

Corporations that are Belgian residents for tax purposes, i.e. that are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/Impôt des sociétés*"), are in Belgium subject to the following tax treatment with respect to the Notes.

Interest derived by Belgian corporate investors on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax at the applicable corporate income tax rates (the ordinary corporate income tax rate is 33.99 per cent, but lower rates apply to small income companies under certain conditions). If the income has been subject to a foreign withholding tax, a foreign tax credit will be applied on the Belgian tax due. For interest income, the foreign tax credit is generally equal to a fraction where the numerator is equal to the foreign tax and the denominator is equal to 100 minus the rate of the foreign tax, up to a maximum of 15/85 of the net amount received (subject to some further limitations). Capital losses are in principle tax deductible.

Interest payments on the Notes made through a paying agent in Belgium are in principle be subject to a 25 per cent. withholding tax, but can under certain circumstances be exempt from Belgian withholding tax, provided that certain formalities are complied with. For zero or capitalisation notes, an exemption will only apply if the Belgian company and the Issuer are associated companies within the meaning of article 105, 6° of the Royal Decree of 27 August 1993 implementing the Belgian Income Tax Code of 1992. The withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

#### Other Belgian legal entities

Non-corporate legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/impôt des personnes morales*") are subject to the following tax treatment with respect to the Notes in Belgium.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 25 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the declaration and payment of the 25 per cent. withholding tax.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gain qualifies as interest (as defined). Capital losses are in principle not tax deductible.

### **Tax on stock exchange transactions**

The sale and acquisition of the Notes on the secondary market is subject to a tax on stock exchange transactions ("*Taxe sur les opérations de bourse/Taks op de beursverrichtingen*") if executed in Belgium through a professional intermediary. The tax is generally due at a rate of currently 0.09 per cent. for the Notes on each sale and acquisition separately, with a maximum of EUR 650.00 per taxable transaction.

Exemptions apply for non-residents and certain Belgian institutional investors acting for their own account provided that certain formalities are respected. Transactions on the primary market are not subject to the tax on stock exchange transactions.

## FRENCH TAXATION

The descriptions below are intended as a basic summary of certain French tax consequences in relation to the ownership of the Notes under French law. Potential purchasers of the Notes are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, or ownership of, the Notes.

### Savings Directive

The EC Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (the "**Savings Directive**") was implemented into French law under Article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

### Withholding tax

The description below is relevant only for Noteholders who do not concurrently hold shares of BNPP.

### Payments made by BNPP as Issuer

#### **Notes which are not consolidated (assimilables for the purpose of French law) with Notes issued before 1 March 2010**

Following the introduction of the French *loi de finances rectificative pour 2009* n°3 (n° 2009-1674 dated 30 December 2009) (the "**Law**"), payments of interest and other revenues made by the Issuer with respect to Notes (other than Notes (as described below) which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued prior to 1 March 2010 having the benefit of Article 131 *quater* of the French *Code Général des Impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code Général des Impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code Général des Impôts* (a "**Non-Cooperative State**"). If such payments under the Notes are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code Général des Impôts*.

Furthermore, according to Article 238 A of the French *Code Général des Impôts*, interest and other revenues on such Notes will no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code Général des Impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code Général des Impôts*, at a rate of 30 per cent. or 75 per cent. (subject to the more favourable provisions of an applicable tax treaty).

Notwithstanding the foregoing, the Law provides that neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code Général des Impôts* nor the Deductibility Exclusion will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20120912 n°990, BOI-RPPM-RCM-30-10-20-50-20120912 n°70, BOI-INT-DG-20-50-20120912 n°550, BOI-ANNX-000364-20120912 n°20 and BOI-ANNX-000366-20120912 n°90, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes if such Notes are:

- (a) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code Monétaire et Financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the

registration or submission of an offer document by or with a foreign securities market authority; or

- (b) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (c) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code Monétaire et Financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

### **Notes consolidated (assimilables for the purpose of French law) with Notes issued before 1 March 2010**

Payments of interest and other revenues with respect to Notes which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code Général des Impôts*, will be exempt from the withholding tax set out under Article 125 A III of the French *Code Général des Impôts*.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting obligations under French law, or *titres de créances négociables* within the meaning of the *Bulletin Officiel des Finances Publiques-Impôts* BOI-RPPM-RCM-30-10-30-30-20120912, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code Général des Impôts*, in accordance with the above mentioned regulations.

In addition, interest and other revenues paid by the Issuer on Notes issued from 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 will not be subject to the Deductibility Exclusion, and hence will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code Général des Impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

### **Notes held by French tax resident individuals**

Pursuant to Article 9 of the 2013 Finance Law (*loi de finances pour 2013*, n° 2012-1509 du 29 décembre 2012) subject to certain limited exceptions, interest and other revenues paid as from 1 January 2013 by a paying agent located in France to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

### **Transfer tax and other taxes**

*The treatment regarding transfer taxes and other taxes in relation to any Notes will depend on the features and characterisation of such Notes and should be analysed on a case by case basis. Potential purchasers of Notes are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of the acquisition, holding, redemption or sale of the Notes.*

Pursuant to Article 235 *ter* ZD of the French *Code Général des Impôts*, a financial transaction tax (the "**Financial Transaction Tax**") is applied to any acquisition for consideration, resulting in a transfer of ownership, of an equity security (*titre de capital*) as defined by Article L.212-1 A of the French *Code Monétaire et Financier*, or of an assimilated equity security, as defined by Article L.211-41 of the French *Code Monétaire et Financier*, admitted to trading on a recognised stock exchange when the said security is issued by a French company with a market capitalisation of more than 1 billion Euros

(the "**French Shares**"). The Financial Transaction Tax could apply in certain circumstances to the acquisition of certain Notes and/or the acquisition of French Shares in connection with the redemption or settlement of any Notes.

The rate of the Financial Transaction Tax is 0.2 per cent. of the acquisition value of the securities.

If the Financial Transaction Tax applies to an acquisition of shares, this transaction is exempt from transfer taxes (*droits de mutation à titre onéreux*) which generally apply at a rate of 0.1 per cent. to the sale of French shares, provided that in case of shares listed on a recognised stock exchange, transfer taxes are due only if the transfer is evidenced by a written deed or agreement.

## GERMAN TAXATION

*The following is a general discussion of certain German tax consequences of the acquisition, holding and disposal of Notes. It does not purport to be a comprehensive description of all German tax considerations that may be relevant to a decision to purchase Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This summary is based on the tax laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.*

*As each type of Notes may be subject to a different tax treatment due to the specific terms of such types of Notes as set out in the respective Final Terms, the following section only provides some general information on the possible tax treatment.*

***Prospective purchasers of Notes are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposal of Notes, including the effect of any state, local or church taxes, under the tax laws of Germany and any country of which they are resident or whose tax laws apply to them for other reasons.***

### Tax Residents

The section "Tax Residents" refers to persons who are tax residents of Germany (*i.e.*, persons whose residence, habitual abode, statutory seat, or place of effective management and control is located in Germany).

#### *Withholding tax on ongoing payments and capital gains*

Ongoing payments received by an individual Noteholder will be subject to German withholding tax if the Notes are kept in a custodial account with a German branch of a German or non-German bank or financial services institution, a German securities trading company or a German securities trading bank (each, a "**Disbursing Agent**", *auszahlende Stelle*). The tax rate is 25 per cent. (plus solidarity surcharge at a rate of 5.5 per cent. thereon, the total withholding being 26.375 per cent.). Individuals subject to church tax may apply in writing for such church tax to also be levied by way of withholding. Absent such application, such individuals have to include their investment income in their income tax return and will then be assessed to church tax. For German banks, an electronic information system for church withholding tax purposes will apply in relation to investment income received after 31 December 2013, with the effect that church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*) in which case the investor will be assessed to church tax.

The same treatment applies to capital gains (*i.e.* the difference between the proceeds from the disposal, redemption, repayment or assignment after deduction of expenses directly related to the disposal, redemption, repayment or assignment and the cost of acquisition) derived by an individual Noteholder provided the Notes have been held in a custodial account with the same Disbursing Agent since the time of their acquisition. Where Notes are issued in a currency other than Euro any currency gains or losses are part of the capital gains. If interest coupons or interest claims are disposed of separately (*i.e.* without the Notes), the proceeds from the disposition are subject to withholding tax. The same applies to proceeds from the payment of interest coupons or interest claims if the Notes have been disposed of separately.

In case of a physical settlement of certain Notes which grant the Issuer or the Noteholder the right to opt for a physical delivery of underlying securities instead of a cash payment, the acquisition costs of the Notes may be regarded as proceeds from the disposal, redemption, repayment or assignment of the Notes and hence as acquisition costs of the underlying securities received by the individual Noteholder upon physical settlement; any consideration received by the Noteholder in addition to the underlying securities may be subject to withholding tax. To the extent the provision mentioned above is applicable, generally no withholding tax has to be withheld by the Disbursing Agent upon physical settlement as such exchange of the Notes into the underlying securities does not result in a taxable gain for the individual Noteholder. However, withholding tax may then apply to any gain resulting from the disposal, redemption, repayment or assignment of the securities received in exchange for the Notes. In this case, the gain will be the difference between the proceeds from the disposal,

redemption, repayment or assignment of the underlying securities and the acquisition costs of the Notes (after deduction of expenses related directly to the disposal, if any).

To the extent the Notes have not been kept in a custodial account with the same Disbursing Agent since the time of their acquisition, upon the disposal, redemption, repayment or assignment withholding tax applies at a rate of 26.375 per cent. (including solidarity surcharge, plus church tax, if applicable) on 30 per cent. of the disposal proceeds (plus interest accrued on the Notes (**Accrued Interest**, *Stückzinsen*), if any), unless the current Disbursing Agent has been notified of the actual acquisition costs of the Notes by the previous Disbursing Agent or by a statement of a bank or financial services institution within the European Economic Area or certain other countries in accordance with art. 17 para. 2 of the Savings Directive (e.g. Switzerland or Andorra).

Pursuant to a tax decree issued by the German Federal Ministry of Finance dated 9 October 2012 a bad debt-loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden capital contribution, shall not be treated like a disposal. Accordingly, losses suffered upon such bad debt-loss or waiver shall not be tax-deductible. The same rules should be applicable according to the said tax decree, if the Notes expire worthless so that losses may not be tax-deductible at all. Where the Notes provide for instalment payments, such instalment payments shall always qualify as taxable savings income, unless the terms and conditions of the Notes provide explicit information regarding redemption or partial redemption during the term of the Notes and the contractual parties comply with these terms and conditions. It is further stated in the tax decree that, if, in the case of Notes providing for instalment payments, there is no final payment at maturity, the expiry of such Notes shall not be deemed as a sale, with the consequence that any remaining acquisition costs could not be deducted for tax purposes. Similarly, any remaining acquisition costs of Notes providing for instalment payments shall not be tax-deductible if the Notes do not provide for a final payment or are terminated early without a redemption payment because the respective underlying has left the defined corridor or has broken certain barriers (e.g. in knock-out structures). Although the tax decree only refers to instruments with instalment payments, it cannot be excluded that the German tax authorities apply the above principles also to other kinds of full-risk securities.

In computing any German tax to be withheld, the Disbursing Agent may generally deduct from the basis of the withholding tax negative investment income realised by the individual Noteholder via the Disbursing Agent (e.g. losses from sale of other securities with the exception of shares). The Disbursing Agent may also deduct Accrued Interest on the Notes, if any, or other securities paid separately upon the acquisition of the respective security via the Disbursing Agent. In addition, subject to certain requirements and restrictions the Disbursing Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the individual Noteholder in the custodial account with the Disbursing Agent.

Individual Noteholders may be entitled to an annual allowance (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for married couples filing jointly) for all investment income received in a given year. Upon the individual Noteholder filing an exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent, the Disbursing Agent will take the allowance into account when computing the amount of tax to be withheld. No withholding tax will be deducted if the Noteholder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungsbescheinigung*) issued by the competent local tax office.

German withholding tax will not apply to gains from the disposal, redemption, repayment or assignment of Notes held by a corporation as Noteholders while ongoing payments, such as interest payments, are subject to withholding tax (irrespective of any deductions of foreign tax and capital losses incurred). The same may apply where the Notes form part of a trade or business or are related to income from letting and leasing of property, subject to further requirements being met.

#### *Taxation of current income and capital gains*

The personal income tax liability of an individual Noteholder deriving income from capital investments under the Notes is, in principle, settled by the tax withheld. To the extent withholding tax has not been levied, such as in the case of Notes kept in custody abroad or if no Disbursing Agent is involved in the payment process, the individual Noteholder must report his or her income and capital gains derived from the Notes on his or her tax return and then will also be taxed at a rate of 25 per cent.

(plus solidarity surcharge and church tax thereon, where applicable). If the withholding tax on a disposal, redemption, repayment or assignment has been calculated from 30 per cent. of the disposal proceeds (rather than from the actual gain), an individual Noteholder may and in case the actual gain is higher than 30 per cent. of the disposal proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. Further, an individual Noteholder may request that all investment income of a given year is taxed at his or her lower individual tax rate based upon an assessment to tax with any amounts over-withheld being refunded. In each case, the deduction of expenses (other than transaction costs) on an itemised basis is not permitted.

Losses incurred with respect to the Notes can only be off-set against investment income of the individual Noteholder realised in the same or the following years. Any losses realised upon the disposal of shares in stock corporations received in exchange for the Notes can only be off-set against capital gains deriving from the disposal of shares.

Where Notes form part of a trade or business or the income from the Notes qualifies as income from the letting and leasing of property the withholding tax, if any, will not settle the personal or corporate income tax liability. Where Notes form part of a trade or business, interest accrued on the Notes must be taken into account as income. Where Notes qualify as zero bonds and form part of a trade or business, each year the part of the difference between the issue or purchase price and the redemption amount attributable to such year must be taken into account. The respective Noteholder will have to report income and related (business) expenses on their tax returns and the balance will be taxed at the holder's applicable tax rate. Withholding tax levied, if any, will be credited against the personal or corporate income tax of the holder of Notes. Where Notes form part of a German trade or business the current income and gains from the disposal, redemption, repayment or assignment of the Notes may also be subject to German trade tax. Generally the deductibility of capital losses from the Notes which qualify for tax purposes as forward/futures transaction (*Termingeschäft*) is limited. These losses may only be applied against profits from other forward/futures transactions derived in the same or, subject to certain restrictions, the previous year. Otherwise these losses can be carried forward indefinitely and applied against profits from forward/futures transactions in subsequent years. These limitations do, however, generally not apply to forward/futures transactions hedging the Noteholder's ordinary business. Further special rules apply to credit institutions, financial services companies and finance companies within the meaning of the German Banking Act.

In the case of physically settled Notes special limitations may apply to losses from the disposal of an Underlying which is a share in a corporation.

#### *German Investment Tax Act*

German tax consequences different from those discussed above would arise if the respective Notes or the underlying securities delivered upon physical delivery were to be regarded as investment fund units within the meaning of the German Investment Tax Act (*Investmentsteuergesetz*). In such case, the withholding tax requirements for the Disbursing Agent as well as the taxation of the Noteholder would depend on whether the disclosure and reporting requirements of the German Investment Tax Act were fulfilled. The Noteholders may be subject to tax on unrealised income or, in case the reporting and disclosure requirements are not fulfilled, on income deemed received on a lump-sum basis (so-called penalty taxation). Such income may be offset against any capital gains realised upon disposal of the Notes or the underlying securities received, respectively, subject to certain requirements. A foreign investment fund is defined as a pool of assets subject to foreign law, invested pursuant to the principle of risk diversification in one or more of certain asset classes listed in the German Investment Act (*Investmentgesetz*). A foreign investment fund unit exists if the investor has the right to request a redemption of its units against its *pro rata* portion of the net asset value of the foreign investment fund or, in the absence of such right of redemption, the foreign investment fund is subject to regulatory supervision of collective investments in the country where it has its registered seat.

In the context of the implementation of the directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers into German law until 22 July 2013 also the German investment taxation rules are expected to be amended. Such future amendments might result in a taxation of purchase, ownership and disposal of the Notes in Germany, which might significantly deviate from the one summarised above.



## **Non-residents**

Interest, including Accrued Interest, and capital gains are not subject to German taxation, unless (i) the Notes form part of the business property of a permanent establishment, including a permanent representative, or a fixed base maintained in Germany by the Noteholder; or (ii) the income otherwise constitutes German-source income. In cases (i) and (ii) a tax regime similar to that explained above under "*Tax Residents*" applies.

Non-residents of Germany are, in general, exempt from German withholding tax on interest and the solidarity surcharge thereon. However, where the interest is subject to German taxation as set forth in the preceding paragraph and the Notes are held in a custodial account with a Disbursing Agent, withholding tax may be levied under certain circumstances. Where Notes are not kept in a custodial account with a Disbursing Agent and interest or proceeds from the disposal, assignment or redemption of a Note or an interest coupon are paid by a Disbursing Agent to a non-resident upon delivery of the Notes or interest coupons, withholding tax generally will also apply. The withholding tax may be refunded based on an assessment to tax or under an applicable tax treaty.

## **Inheritance and Gift Tax**

No inheritance or gift taxes with respect to any Notes will arise under the laws of Germany, if, in the case of inheritance tax, neither the deceased nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany. Exceptions from this rule apply to certain German expatriates.

## **Other Taxes**

No stamp, issue or registration taxes or such duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax is not levied in Germany.

The EU Commission and certain EU Member States (including Germany) are currently intending to introduce a financial transaction tax (**FTT**) (presumably on secondary market transactions involving at least one financial intermediary). It is currently proposed that the FTT should be introduced in the participating Member States on 1 January 2014.

## **Savings Directive**

By legislative regulations dated 26 January 2004 the German Federal Government enacted provisions implementing information exchange on the basis of the Savings Directive into German law. These provisions apply from 1 July 2005.

For further information, please refer to the section "EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME" on page 505.

## HONG KONG TAXATION

### Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising from the sale of the Notes.

### Profits Tax

Hong Kong profits tax is charged on every person carrying on a trade, profession or business in Hong Kong in respect of assessable profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Under the Inland Revenue Ordinance (Cap. 112 of Laws of Hong Kong) (the "**Inland Revenue Ordinance**") as it is currently applied by the Inland Revenue Department of Hong Kong, interest on the Notes will be subject to Hong Kong profits tax under the following circumstances:

- interest on the Notes is derived from Hong Kong and is received by or accrues to a corporation carrying on a trade, profession or business in Hong Kong; or
- interest on the Notes is derived from Hong Kong and is received by or accrues to a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of the trade, profession or business; or
- interest on the Notes is received by or accrues to a financial institution (as defined in the Inland Revenue Ordinance) and arises through or from the carrying on by the financial institution of its business in Hong Kong.

Sums received by or accrued to a financial institution by way of gains or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal or redemption of the Notes may be subject to profits tax.

Sums derived from the sale, disposal or redemption of Notes in bearer form may be subject to Hong Kong profits tax where received by or accrued to a person, other than a financial institution, who carries on a trade, profession or business in Hong Kong and the sum has a Hong Kong source. Similarly, such sums in respect of Notes in registered form received by or accrued to either the aforementioned person and/or a financial institution will be subject to Hong Kong profits tax if such sums have a Hong Kong source. The source of such sums will generally be determined by having regard to the manner in which the Notes are acquired and disposed.

### Stamp Duty

Stamp duty will not be payable on the issue of Notes in bearer form provided either:

- (i) such Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) such Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117 of the Laws of Hong Kong) (the "**Stamp Duty Ordinance**")).

If stamp duty is payable, it is payable by the Issuer on the issue of Notes in bearer form at a rate of 3 per cent. of the market value of the Notes at the time of issue.

No stamp duty will be payable on any subsequent transfer of Notes in bearer form.

No stamp duty is payable on the issue of Notes in registered form. Stamp duty may be payable on any transfer of Notes in registered form if the relevant transfer is required to be registered in Hong Kong. Stamp duty will, however, not be payable on any transfer of Notes in registered form provided that either:

- (i) the Notes in registered form are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (ii) the Notes in registered form constitute loan capital (as defined in the Stamp Duty Ordinance).

If stamp duty is payable in respect of the transfer of Notes in registered form, it will be payable at the rate of 0.2 per cent. (of which 0.1 per cent. is payable by each of the seller and the purchaser)

normally by reference to the value of the consideration. If, in the case of either the sale or purchase of such Notes in registered form, stamp duty is not paid, both the seller and the purchaser may be liable jointly and severally to pay any unpaid stamp duty and also any penalties for late payment. If stamp duty is not paid on or before the due date (two days after the sale or purchase if effected in Hong Kong, or 30 days if effected elsewhere) a penalty of up to 10 times the duty payable may be imposed. In addition, stamp duty is payable at the fixed rate of HK\$5 on each instrument of transfer executed in relation to any transfer of the Notes in registered form if the relevant transfer is required to be registered in Hong Kong.

## ITALIAN TAXATION

The statements herein regarding taxation summarise the principal Italian tax consequences of the purchase, the ownership and the disposal of the Notes. They apply to a Noteholder only if such holder purchases its Notes under the Programme. It is a general summary that does not apply to certain categories of investors and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. It does not discuss every aspect of Italian taxation that may be relevant to a Noteholder if such holder is subject to special circumstances or if such holder is subject to special treatment under applicable law.

This summary assumes that BNPP is resident in France for tax purposes, is organised and that its business will be conducted in the manner outlined in this Base Prospectus. Changes in BNPP's tax residence, organisational structure or the manner in which it conducts its businesses may invalidate this summary. This summary also assumes that each transaction with respect to Notes is at arm's length.

Where in this summary English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

The statements herein regarding taxation are based on the laws in force in the Republic of Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The Issuer will not update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid. With regard to certain innovative or structured financial instruments there is currently neither case law nor comments of the Italian tax authorities as to the tax treatment of such financial instruments. Accordingly, it cannot be excluded that the Italian tax authorities and courts or Italian paying agents may adopt a view different from that outlined below.

Prospective Noteholders are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

This summary does not describe the tax consequences for a Noteholder with respect to Notes that are redeemable in exchange for, or convertible into, shares, or of Physical Delivery Notes, of the exercise, settlement or redemption of such Notes and/or any tax consequences after the moment of exercise, settlement or redemption.

### Interest and other proceeds

#### 1. Notes qualifying as bonds or securities similar to bonds

Legislative Decree No. 239 of 1 April 1996, as amended (the "**Decree 239**"), regulates the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price, hereinafter collectively referred to as "**Interest**") from notes issued, *inter alia*, by non-Italian resident entities, falling within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*).

For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow any direct or indirect participation to the management of the issuer.

#### *Resident Noteholders*

Where an Italian resident Noteholder who is the beneficial owner of the Notes is (i) an individual not engaged in a business activity to which the Notes are effectively connected, (ii) a non-commercial partnership (with the exception of general partnership, limited partnership and similar entities), (iii) a non commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes are subject to a tax, referred to as *imposta sostitutiva*, levied at the rate of 20 per cent. (either when the Interest is paid by the Issuer, or when payment thereof is obtained by the

Noteholder on a sale of the relevant Notes). The *imposta sostitutiva* may not be recovered by the Noteholder as a deduction from the income tax due.

In case the Notes are held by a Noteholder engaged in a business activity and are effectively connected with same business activity, the Interest will be subject to the *imposta sostitutiva* and will be included in the relevant income tax return. As a consequence, the Interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**") stock exchange agents and other entities identified by the relevant Decrees of the Ministry of Finance (the "**Intermediaries**").

An Intermediary must (i) be (a) resident in Italy, (b) a permanent establishment in Italy of a non-Italian resident financial intermediary or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree 239 and (ii) intervene, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying Interest to a Noteholder. If the Interest is not collected through an Intermediary or any entity paying Interest and as such no *imposta sostitutiva* is levied, the Italian resident Noteholder listed above will be required to include Interest in their yearly income tax return and subject them to a final substitutive tax at the rate of 20 per cent.

The *imposta sostitutiva* does not apply, *inter alia*, to the following subjects, to the extent that the Notes and the relevant Coupons are deposited in a timely manner, directly or indirectly, with an Intermediary:

- (a) Corporate Noteholders – Where an Italian resident Noteholder is a corporation or a similar commercial entity (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), Interest accrued on the Notes must be included in: (I) the relevant Noteholder's yearly taxable income for corporate income tax purposes ("**IRES**"), generally applying at a rate equal to 27.5 per cent.; and (II) in certain circumstances, depending on the "status" of the Noteholder, also in its net value of production for the purposes of regional tax on productive activities ("**IRAP**") generally levied at the rate of 3.9 per cent., even though regional surcharges may apply. Such Interest is therefore subject to general Italian corporate taxation according to the ordinary rules;
- (b) Investment funds – If the Noteholder is resident in Italy and is an open-ended or closed-ended investment fund or a SICAV (an investment company with variable capital) established in Italy and either (i) the fund or SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the **Fund**), and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a substitute tax of 20 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the **Collective Investment Fund Substitute Tax**);
- (c) Pension funds – Pension funds (subject to the tax regime set forth by article 17 of the Legislative Decree No. 252 of 5 December 2005, the "**Pension Funds**") are subject to an 11 per cent. substitutive tax on their annual net accrued result. Interest on the Notes is included in the calculation of said annual net accrued result; and

- (d) Real estate investment funds – Under the current regime provided by Law Decree No. 351 of 25 September 2001, converted into law with amendments by Law No. 410 of 23 November 2001, as clarified by the Italian Ministry of Economics and Finance through Circular No. 47/E of 8 August 2003, payments of Interest in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, (the "**Real Estate Investment Funds**") and Article 14-bis of Law No. 86 of 25 January 1994 are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the same Real Estate Investment Funds.
- (e) Non-Resident Noteholders
- (f) Interest payments relating to Notes received by non-resident beneficial owners (not having a permanent establishment in Italy to which the Notes are effectively connected) are generally not subject to tax in Italy.

## 2. Notes qualifying as atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) are subject to a withholding tax, levied at the rate of 20 per cent. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value.

Interest payments on Notes made to Italian resident Noteholders which are (i) companies or similar commercial entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), and (ii) commercial partnerships, are not subject to the aforementioned withholding tax, but form part of their aggregate income subject to IRES. In certain cases, such Interest may also be included in the taxable net value of production for IRAP purpose.

Interest payments relating to Notes received by non-Italian resident beneficial owners (not having a permanent establishment in Italy to which the Notes are effectively connected) are generally not subject to tax in Italy provided that, if the Notes are held in Italy, the Non-Resident Noteholder declares itself to be non-Italian resident according to the Italian tax regulations.

The withholding is levied by the Italian intermediary appointed by the Issuer, intervening in the collection of the relevant income or in the negotiation or repurchasing of the Notes.

## 3. Capital Gains

### *Resident Noteholders*

Pursuant to Legislative Decree No. 461 of 21 November 1997, as amended, a 20 per cent. capital gains tax (the "**CGT**") is applicable to capital gains realised on the sale or transfer of the Notes for consideration or on redemption thereof by Italian resident individuals (not engaged in a business activity to which the Notes are effectively connected), regardless of whether the Notes are held outside of Italy.

For the purposes of determining the taxable capital gain, any Interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

Should the Notes qualify as atypical securities, based on a very restrictive interpretation, the aforesaid capital gains would be subject to the 20 per cent. final withholding tax mentioned under paragraph "Notes qualifying as atypical securities", above.

Taxpayers can opt for certain alternative regimes in order to pay the CGT.

The aforementioned regime does not apply to the following subjects:

- (a) Corporate investors (including banks and insurance companies): capital gains on the Notes held by Italian resident corporate entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) form part of

their aggregate income subject to IRES. In certain cases, capital gains may also be included in the taxable net value of production of such entities for IRAP purposes. The capital gains are calculated as the difference between the sale price and the relevant tax basis of the Notes. Upon fulfilment of certain conditions, the gains may be taxed in equal instalments over up to five fiscal years for IRES purposes.

- (b) Funds – Capital gains realised by the Funds on the Notes contribute to determining the annual net accrued result of the same Funds (see under paragraph 1.1.A. "Italian resident Noteholders", above).
- (c) Pension Funds – Capital gains realised by Pension Funds on the Notes contribute to determining the annual net accrued result of the same Pension Funds, which is subject to an 11 per cent. substitutive tax (see under paragraph 1.1.A "Italian resident Noteholders", above).
- (d) Real Estate Investment Funds – Capital gains realised by Italian Real Estate Investment Funds on the Notes are generally not taxable at the level of the same Real Estate Investment Funds (see under paragraph 1.1.A "Italian resident Noteholders", above).

#### *Non-Resident Noteholders*

Capital gains realised by non-resident Noteholders (not having permanent establishment in Italy to which the Notes are effectively connected) on the Notes are not subject to tax in Italy, provided that the Notes (i) are traded on regulated markets, or (ii) if not traded on regulated markets, are held outside Italy.

The provisions of the applicable tax treaties against double taxation entered into by Italy apply if more favourable and all the relevant conditions are met.

#### **4. Transfer Taxes**

Following the repeal of the Italian transfer tax, as from 31 December 2007 contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of EUR 168; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

#### **5. Inheritance and Gift Tax**

Pursuant to Law Decree No. 262 of 3 October 2006, (Decree No. 262), converted into Law No. 286 of 24 November 2006, the transfers of any valuable asset (including shares, bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding for each beneficiary, EUR 1,000,000;
- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding for each beneficiary, EUR 100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

#### **6. Tax Monitoring**

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals resident in Italy who, at the end of the fiscal year, hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). Such obligation is not provided if, *inter alia*, each of the overall value of the foreign investments or financial activities held at the end

of the fiscal year, and the overall value of the related transfers carried out during the relevant fiscal year, does not exceed EUR 10,000.

#### **7. Stamp duty**

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("Decree 201"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients for the securities deposited therewith. The stamp duty applies at a rate of 0.15 per cent.; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the securities held. The stamp duty can neither be lower than EUR 34.20, nor (for taxpayers other than individuals) exceed EUR 4,500. In the absence of specific guidelines, the stamp duty may apply both to Italian resident and non-Italian resident Noteholders, to the extent that the Notes are held with an Italian-based financial intermediary.

#### **8. Wealth Tax on securities deposited abroad**

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the Notes outside the Italian territory are required to pay an additional tax at a rate 0.15 per cent.

This tax is calculated on the market value of the Notes at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

#### **9. EU Directive on the Taxation of Savings Income**

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April, 2005 ("**Decree No. 84**"). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals which qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State. Italian qualified paying agents shall not apply the withholding tax and shall report to the Italian Tax Authorities details of the relevant payments and personal information on the individual beneficial owner. Such information is transmitted by the Italian tax authorities to the competent foreign tax authorities of the State of residence of the beneficial owner.



## LUXEMBOURG TAXATION

The following information is of a general nature and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective Noteholders should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

The residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. In addition, a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

### Taxation of the Noteholders

#### Withholding Tax

##### (a) Non-resident Noteholders

Under Luxembourg general tax laws currently in force and subject to the laws of 21 June 2005, as amended (the **Laws**), there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders.

Under the Laws implementing the Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (the **Savings Directive**) and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the **Territories**), payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the immediate benefit of an individual beneficial owner or a residual entity, as defined by the Laws, which is resident of, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the fiscal authorities of his/her/its country of residence or establishment, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Laws will be subject to withholding tax of 35 per cent.

##### (b) Resident Noteholders

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the **Law**), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident Noteholders.

Under the Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 10 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the

tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Law will be subject to a withholding tax of 10 per cent.

## **Income Taxation**

### **(a) Non-resident Noteholders**

A non-resident Noteholder, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident Noteholder on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident corporate Noteholder or an individual Noteholder acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes.

### **(b) Resident Noteholders**

Noteholders who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

#### **(i) Luxembourg resident corporate Noteholder**

A corporate Noteholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes. The same inclusion applies to an individual Noteholder, acting in the course of the management of a professional or business undertaking.

A Noteholder that is governed by the law of 11 May 2007 on family estate management companies, as amended or by the law of 17 December 2010 on undertakings for collective investment, or by the law of 13 February 2007 on specialised investment funds, as amended, is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

#### **(ii) Luxembourg resident individual Noteholder**

An individual Noteholder, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual Noteholder has opted for the application of a 10 per cent. tax in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been made or ascribed by a paying agent established in an EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than an EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the Savings Directive. A gain realised by an individual Noteholder, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Law.

An individual Noteholder acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Law will be credited against his/her final tax liability.

## **Net Wealth Taxation**

A corporate Noteholder, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg wealth tax on such Notes except if the Noteholder is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, or the law of 13 February 2007 on specialised investment funds, as amended, or is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended.

An individual Noteholder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such Notes.

## **Other Taxes**

Neither the issuance nor the transfer of Notes will give rise to any Luxembourg stamp duty, value added tax, issuance tax, registration tax, transfer tax or similar taxes or duties.

However, a nominal registration duty may be due upon the registration of the Notes in Luxembourg in the case of legal proceedings before Luxembourg courts or in case the Notes must be produced before an official Luxembourg authority, or in the case of a registration of the Notes on a voluntary basis.

Where a Noteholder is a resident of Luxembourg for tax purposes at the time of his/her death, the Notes are included in his/her taxable estate for inheritance tax assessment purposes.

Gift tax may be due on a gift or donation of Notes if embodied in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

## NETHERLANDS TAXATION

### General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes, but does not purport to be a comprehensive description of all Netherlands tax considerations that may be relevant. For purposes of Netherlands tax law, a holder of Notes may include an individual or entity who does not have the legal title of these Notes, but to whom nevertheless the Notes or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Notes or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, settlement, redemption and disposal of the Notes.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Netherlands tax consequences for:

- (a) investment institutions (*fiscale beleggingsinstellingen*);
- (b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Netherlands corporate income tax;
- (c) holders of Notes holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Notes of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or of 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in the Issuer;
- (d) persons to whom the Notes and the income from the Notes are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act 1956 (*Successiewet 1956*).
- (e) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which permanent establishment or permanent representative the Notes are attributable; and
- (f) individuals to whom Notes or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

### Withholding Tax

All payments made by the Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein. With respect to Notes issued by an Issuer that is considered to be a resident of the Netherlands for Netherlands tax purposes (a "Netherlands Issuer"), all payments made by such Netherlands Issuer under the Notes may be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Notes do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

## Corporate and Individual Income Tax

### (a) Residents of the Netherlands

If a holder of Notes is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands corporate income tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Notes are attributable, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are generally taxable in the Netherlands (at up to a maximum rate of 25 per cent.).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Netherlands individual income tax purposes or has opted to be treated as a resident of the Netherlands for individual income tax purposes, income derived from the Notes and gains realised upon the redemption, settlement or disposal of the Notes are taxable at the progressive rates (at up to a maximum rate of 52 per cent.) under the Netherlands Income Tax Act 2001, if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Notes are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Notes are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Notes must determine taxable income with regard to the Notes on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments is fixed at a rate of 4 per cent. of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Notes will be included as an asset in the individual's yield basis. The 4 per cent. deemed return on income from savings and investments is taxed at a rate of 30 per cent.

### (b) Non-residents of the Netherlands

If a person is not a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Netherlands corporate or individual income tax purposes, nor has opted to be treated as a resident of the Netherlands for individual income tax purposes, such person is not liable to Netherlands income tax in respect of income derived from the Notes and gains realised upon the settlement, redemption or disposal of the Notes, unless:

- (i) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) is (other than by way of securities) entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25 per cent.

- (ii) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Notes are attributable, or (2) realises

income or gains with respect to the Notes that qualify as income from miscellaneous activities in the Netherlands which includes activities with respect to the Notes that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is other than by way of securities entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Notes are attributable.

Income derived from the Notes as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 52 per cent. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Notes) will be part of the individual's Netherlands yield basis.

## **Gift and Inheritance Tax**

### **(a) Residents of the Netherlands**

Generally, gift tax (*schenkbelasting*) or inheritance tax (*erfbelasting*) will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or on behalf of, or on the death of, a holder of Notes that is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands Gift and Inheritance Tax Act 1956 at the time of the gift or his or her death. A gift made under a condition precedent is for purposes of the Netherlands Gift and Inheritance Tax Act 1956 deemed to be made at the time the condition precedent is fulfilled and is subject to gift tax if the donor is, or is deemed to be, a resident of the Netherlands at that time.

A holder of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and dies or makes a gift within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956 if he or she has been resident in the Netherlands and makes a gift within a twelve months period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

### **(b) Non-residents of the Netherlands**

No gift or inheritance tax will be due in the Netherlands in respect of the acquisition of the Notes by way of a gift by, or as a result of, the death of a holder that is neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Tax Act 1956. However, inheritance tax will be due in the case of a gift of the Notes by, or on behalf of, a holder who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Act 1956, but such holder dies within 180 days after the date of the gift, and at the time of his or her death is a resident or deemed to be a resident of the Netherlands for the purposes of the Netherlands Gift and Inheritance Act 1956. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

## **Value Added Tax**

In general, no value added tax will arise in respect of payments in consideration for the issue of the Notes or in respect of a cash payment made under the Notes, or in respect of a transfer of Notes.

## **Other Taxes and Duties**

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in the Netherlands by a holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Notes.

## PORTUGUESE TAXATION

The following is a general summary of certain income and capital gains tax consequences which may arise to Portuguese resident Noteholders. It is included herein solely for information purposes. It is based on the laws presently in force in Portugal, though it is not intended to be, nor should it be considered to be, legal or tax advice. Furthermore, the tax treatment applicable in Portugal to the income and capital gains derived by Portuguese resident Noteholders may vary depending on the final terms and conditions of the relevant Notes. Therefore, prospective Portuguese resident Noteholders should consult their own professional advisers as to the tax implications arising from the acquisition, holding or disposal of the Notes.

This summary does not describe the tax consequences for a Portuguese resident Noteholder of Notes that are redeemable in exchange for, or convertible into, shares, of the exercise, settlement or redemption of such Notes and/or any tax consequences after the moment of the exercise, settlement or redemption.

### 1. Individuals

#### (A) Interest or income arising from the refund or redemption of the Notes

Income derived by Portuguese resident individuals from the Notes will, as a general rule, be subject to a 28 per cent. withholding tax if the said income is paid by a Portuguese resident entity. The Noteholders may choose to treat the withholding tax as a final tax or to tax the interest deriving from the Notes at the general progressive Personal Income Tax ("PIT") rates varying between 14.5 per cent. and 48 per cent. (plus (i) an additional surcharge of 2.5 per cent. applicable on income exceeding € 80,000 and up to €250,000 and of 5 per cent. applicable on income exceeding € 250,000, and (ii) a surtax of 3.5 per cent. on income exceeding the annual national minimum wage), in which case the withholding will be treated as a payment on account of the final tax due.

In other cases, as a general rule, the Noteholders will have to include the income derived from the Notes in their PIT returns to be subject to taxation at an autonomous rate of 28 per cent., unless the Noteholders choose to tax the interest deriving from the Notes at the general progressive PIT rates as describe above.

Interest and other investment income paid or made available ("*colocado à disposição*") to accounts in the name of one or more resident accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35 per cent., unless the relevant beneficial owner(s) of the income is/are identified and as a consequence the tax rates applicable to such beneficial owner(s) will apply.

Should the relevant Notes be deemed to be certificates that do not guarantee more than 100 per cent. of the principal, income from operations related to it (either arising from its sale prior to the redemption, or from its redemption) will be qualified as a capital gain (in this regard it should be noted that under Portuguese legislation, certificates are securities that entitle the Noteholder to receive the value of a certain underlying asset, according to the conditions set out on the issue resolution. Certificates differ from debt securities in that they typically do not give the Noteholder the right to receive a fixed or variable interest). In this case, the individual Noteholder will be able to choose between the taxation of the positive difference between capital-gains and losses at an autonomous rate of 28 per cent. or to aggregate that income to the remaining income to be subject to the general PIT rates as described above.

Capital losses do not take part in the calculation of the balance referred in the previous paragraph when the counterpart in the operation is resident in a country or territory listed as a tax haven in order 150/2004 of February 13, as amended ("**Tax Haven**").

(B) Capital gains arising from the transfer of the Notes

The positive difference between capital gains and losses obtained on the transfer of the Notes by Portuguese resident individuals is subject to a 28 per cent. special tax rate.

The individual Noteholder will be able to choose to aggregate that income to the remaining income to be subject to the general PIT rates as described above. Capital losses do not take part in the calculation of the net capital gains when the counterpart in the operation is resident in a Tax Haven.

2. Corporate entities

As a general rule, interest or income derived by corporate entities resident in Portugal, or non-resident corporate entities with a permanent establishment in Portugal to which the income is attributable, from the refund or redemption of the Notes, as well as capital gains arising from their transfer, will be regarded as taxable income and therefore subject to Portuguese Corporate Income Tax ("**CIT**"), at a general rate of 25 per cent. The taxable income may also be subject to a municipal surcharge, of up to 1.5 per cent. A state surcharge is applicable to income obtained by CIT taxable entities as follows: (a) taxable income of more than EUR 1.500.000 will be subject to a State surcharge of 3 per cent., (b) taxable income of more than EUR 7,500,000 will be subject to a State surcharge of 5 per cent. Losses arising from the transfer or redemption of the Notes will be, as a general rule, tax deductible.

All prospective Noteholders should seek independent advice as to their tax positions.

Portugal has implemented the EC Council Directive 2003/48/EC of 3 June 2003 on taxation savings income into the Portuguese law through Decree-Law no 62/2005, of 11 March 2005, as further amended.



## SPANISH TAXATION

The statements herein regarding the tax legislation in Spain are based on the laws in force in Spain as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the Spanish tax consequences of the ownership and disposition of the Notes.

### 1. Spanish resident individuals

#### Personal Income Tax

Personal Income Tax ("PIT") is levied on an annual basis on the worldwide income obtained by Spanish resident individuals, whatever its source and wherever the relevant payer is established. Therefore any income that a Spanish holder of the Notes may receive under the Notes will be subject to Spanish taxation.

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes obtained by individuals who are tax resident in Spain will be regarded as financial income for tax purposes (i.e. a return on investment derived from the transfer of own capital to third parties).

These amounts will be included in the savings part of the taxable income subject to PIT at the following tax rates: financial income will be taxed (i) at a rate of 21 per cent. on the first €6,000; (ii) at a rate of 25 per cent. on the amount exceeding €6,000 up to €24,000; and (iii) at a rate of 27 per cent. on the amount exceeding €24,000. According to the Spanish tax legislation currently in force, as from 1 January 2014, any amount included in the savings part of the PIT taxable income up to €6,000 will be taxed at a rate of 19 per cent. and the excess over such amount will be subject to a rate of 21 per cent. Please note that it has been unofficially announced that this reduction of tax rates may be postponed to 2015.

Spanish holders of the Notes shall compute the gross interest obtained in the savings part of the taxable base of the tax period in which it is due, including amounts withheld, if any.

Income arising on the disposal, redemption or reimbursement of the Notes will be calculated as the difference between (a) their disposal, redemption or reimbursement value and (b) their acquisition or subscription value. Costs and expenses effectively borne on the acquisition and transfer of the Notes may be taken into account for calculating the relevant taxable income, provided that they can be duly justified.

Likewise, expenses related to the management and deposit of the Notes, if any, will be tax-deductible, excluding those pertaining to discretionary or individual portfolio management.

Losses that may derive from the transfer of the Notes cannot be offset if the investor acquires homogeneous securities within the two-month period prior or subsequent to the transfer of the Notes, until he/she transfers such homogeneous securities.

Additionally, tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes, if any.

#### Spanish Inheritance and Gift Tax

Spanish Inheritance and Gift Tax is levied on transfers of Notes upon death or by gift to Spanish tax resident individuals, with the taxpayer being the transferee. General tax rates currently range from 7.65 to 81.60 per cent. although the tax situation may vary depending on any applicable regional tax laws.

#### Spanish Wealth Tax

Spanish tax resident individuals are subject to an annual Wealth Tax on the tax year 2013 on their total net wealth, regardless of the location of their assets or of where their rights may be exercised, to the extent that their net wealth exceeds €700,000 (note that a different minimum tax exempt amount may be approved by the corresponding regional authorities). Therefore, Spanish holders of the Notes should compute the value of the Notes as at 31 December 2013

when calculating their Wealth Tax liabilities. The applicable tax rates range between 0.2 per cent. and 2.5 per cent. although the final tax rates may vary depending on any applicable regional tax laws, and some reductions may apply.

## **2. Legal Entities with Tax Residence in Spain**

### **Corporate Income Tax**

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes obtained by entities which are tax resident in Spain shall be computed as taxable income of the tax period in which they accrue.

The general tax rate for Spanish Corporate Income Tax (“CIT”) taxpayers is currently 30 per cent. However, small sized companies (those companies whose net business income is lower than €10,000,000) could benefit from the reduced tax rate of 25 per cent. on the first €300,000 of their taxable profits. In addition to this, and for the tax years starting in 2013, companies with a net business income lower than €5,000,000 and an average staff of less than 25 employees could benefit from the reduced tax rate of 20 per cent. on the first €300,000 of their taxable profits, the rest of the taxable profits being subject to the tax rate of 25 per cent. Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions).

Tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Notes, if any.

## **3. Individuals and Legal Entities with no Tax Residence in Spain**

A non-resident holder of Notes who has a permanent establishment in Spain to which such Notes are attributable is subject to Spanish Non-Residents Income Tax on any income obtained under the Notes including both interest periodically received and income arising on the disposal, redemption or reimbursement of the Notes. In general terms, the tax rules applicable to individuals and legal entities with no tax residence in Spain but acting through a permanent establishment in Spain are the same as those applicable to Spanish tax resident corporate income taxpayers.

## **4. Spanish withholding tax**

BNP Paribas has been advised that, under Spanish tax law currently in effect, the Issuer should not be obliged to deduct withholdings on account of Spanish income taxes since it is not a Spanish tax resident entity and does not have a permanent establishment in Spain to which the issue of the Notes is connected.

Where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depositary of the Notes or intervenes as manager on the collection of any income under the Notes, such financial institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Notes. To this effect income deriving from the Notes will include not only interest payments but also income arising from the disposal, redemption or reimbursement of the Notes, if any.

The current withholding tax in Spain is 21 per cent. According to the Spanish tax legislation currently in force, the general withholding tax rate applicable as from 1 January 2014 will be 19 per cent. (although it has been unofficially announced that this reduction of the withholding tax rates may be postponed to 2015). Amounts withheld in Spain, if any, can be credited against the final Spanish PIT liability, in the case of Spanish resident individuals, or against final Spanish CIT liability, in the case of Spanish CIT taxpayers, or against final Spanish Non-Residents Income Tax liability, in the case of Spanish permanent establishments of non-resident investors. However, holders of the Notes who are Corporate Income Taxpayers or Non-Residents Income Taxpayers can benefit from a withholding tax exemption when the Notes are (a) listed in an OECD official stock exchange; or (b) represented in book-entry form and admitted to trading on a Spanish secondary stock exchange.

Additionally, when the Notes (i) are represented in book-entry form; (ii) are admitted to trading on a Spanish secondary stock exchange; and (iii) generate explicit yield, holders who are

Personal Income Taxpayers can benefit from a withholding tax exemption in respect of the income arising from the transfer or repayment of the Notes. However, under certain circumstances, when a transfer of the Notes has occurred within the 30-day period immediately preceding any relevant interest payment date, such Personal Income Taxpayers may not be eligible for such withholding tax exemption.

Furthermore, such financial institution may become obliged to comply with the formalities set out in the regulations of the Spanish tax legislation when intervening in the transfer or reimbursement of the Notes.

## UK TAXATION

The following comments are of a general nature, apply only to persons who are the beneficial owners of Notes and are a summary of the Issuer's understanding of current law and practice in the United Kingdom relating to certain aspects of United Kingdom taxation. Some aspects do not apply to certain classes of person (such as dealers) to whom special rules may apply. Prospective Noteholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom should seek their own professional advice.

### **Payments of interest on Notes issued by BNP Paribas (other than Notes issued via its London Branch)**

Payments of interest by the Issuer on the Notes may be made without withholding on account of United Kingdom income tax where such payments are not regarded as having a United Kingdom source.

### **Payments of interest on Notes issued by BNP Paribas via its London Branch**

The Issuer, provided that it continues to be a bank within the meaning of section 991 of the Income Tax Act 2007 (the "Act"), and provided that the interest on the Notes is paid in the ordinary course of its business within the meaning of section 878 of the Act, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax. Interest will not be regarded as being paid in the ordinary course of business where the borrowing relates to the capital structure of the Issuer. The borrowing will be regarded as relating to the capital structure of the Issuer if it conforms to any of the definitions of tier 1, 2 or 3 capital adopted by the Prudential Regulation Authority (PRA), whether or not the borrowing actually counts towards tier 1, 2 or 3 capital for regulatory purposes.

Payments of interest on the Notes may be made without deduction of or withholding on account of United Kingdom income tax provided that the Notes continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the Income Tax Act 2007. The Luxembourg Stock Exchange and Euronext Paris are recognised stock exchanges. The Notes will satisfy this requirement if they are officially listed in Luxembourg or France on those stock exchanges (as applicable) in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on the Luxembourg Stock Exchange or Euronext Paris (as applicable). Provided, therefore, that the Notes remain so listed, interest on the Notes will be payable without withholding or deduction on account of United Kingdom tax whether or not the Issuer carries on a banking business in the United Kingdom and whether or not the interest is paid in the ordinary course of its business.

Interest on the Notes may also be paid without withholding or deduction on account of United Kingdom tax where interest on the Notes is paid by a company and, at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner is within the charge to United Kingdom corporation tax as regards the payment of interest; provided that HM Revenue and Customs ("HMRC") has not given a direction (in circumstances where it has reasonable grounds to believe that the above exemption is not available in respect of such payment of interest at the time the payment is made) that the interest should be paid under deduction of tax.

Interest on the Notes may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Notes is less than 365 days and those Notes do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount must generally be withheld from payments of interest on the Notes on account of United Kingdom income tax at the basic rate (currently 20 per cent.). However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

## Provision of Information

HMRC has powers, in certain circumstances, to obtain information about: payments derived from securities (whether income or capital); certain payments of interest (including the amount payable on the redemption of a deeply discounted security); and securities transactions.

The persons from whom HMRC can obtain information include: a person who receives (or is entitled to receive) a payment derived from securities; a person who makes such a payment (received from, or paid on behalf of another person); a person by or through whom interest is paid or credited; a person who effects or is a party to securities transactions (which includes an issue of securities) on behalf of others; registrars or administrators in respect of securities transactions; and each registered or inscribed holder of securities.

The information HMRC can obtain includes: details of the beneficial owner of securities; details of the person for whom the securities are held, or the person to whom the payment is to be made (and, if more than one, their respective interests); information and documents relating to securities transactions; and, in relation to interest paid or credited on money received or retained in the United Kingdom, the identity of the security under which interest is paid. HMRC is generally not able to obtain information (under its power relating solely to interest) about a payment of interest to (or a receipt for) a person that is not an individual. This limitation does not apply to HMRC's power to obtain information about payments derived from securities.

HMRC has indicated that it will not use its information-gathering power on interest to obtain information about amounts payable on the redemption of deeply discounted securities which are paid before 6 April 2014.

In certain circumstances the information which HMRC has obtained using these powers may be exchanged with tax authorities in other jurisdictions.

## FOREIGN ACCOUNT TAX COMPLIANCE ACT

Sections 1471 through 1474 of the U.S. Internal Revenue Code ("**FATCA**") impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a "foreign financial institution", or "**FFI**" (as defined by FATCA)) that does not become a "**Participating FFI**" by entering into an agreement with the U.S. Internal Revenue Service ("**IRS**") to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer (a "**Recalcitrant Holder**"). The Issuer is classified as an FFI.

The new withholding regime will be phased in beginning 1 January 2014 for payments from sources within the United States and will apply to "**foreign passthru payments**" (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterized as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued on or after the "**grandfathering date**", which is the later of (a) 1 January 2014 and (b) the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified on or after the grandfathering date and (ii) any Notes characterized as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued before the grandfathering date, and additional Notes of the same series are issued on or after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being "**FATCA Withholding**") from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary," "withholding foreign partnership," or "withholding foreign trust" regimes). The

Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and France have announced an intention to enter into an IGA.

If the Issuer becomes a Participating FFI under FATCA, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

If an amount in respect of FATCA Withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.

**FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.**

#### **HIRING INCENTIVES TO RESTORE EMPLOYMENT ACT**

The U.S. Hiring Incentives to Restore Employment Act introduced Section 871(m) of the Code which treats a "dividend equivalent" payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). Proposed U.S. Treasury regulations expand the definition of "specified notional principal contract" beginning 1 January 2014.

While significant aspects of the application of Section 871(m) to the Notes are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Notes.

**TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, EACH TAXPAYER IS HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY THE TAXPAYER FOR THE PURPOSE OF AVOIDING U.S. FEDERAL INCOME TAX PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER; (B) ANY SUCH TAX DISCUSSION WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.**

## SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement dated 3 June 2013 (the "**Programme Agreement**", which expression includes the same as it may be updated or supplemented from time to time) agreed with the Issuer a basis upon which they (or any one of them) may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Terms and Conditions of the English Law Notes*", "*Terms and Conditions of the French Law Notes*" and "*Form of the Notes*" above.

The following selling restrictions may be modified by the Issuer and the relevant Dealers following a change in the relevant law, regulation or directive and in certain other circumstances as may be agreed between the Issuer and the relevant Dealers. Any such modification will be set out in the Final Terms and (if applicable) the subscription agreement in respect of the Tranche to which it is related or in a supplement to this Document.

### **Public Offer Selling Restrictions under the Prospectus Directive**

*Please note that, in relation to EEA States, additional selling restrictions may apply in respect of any specific EEA State, including those set out below in relation to Austria, Belgium, France, the Republic of Italy, Luxembourg, The Netherlands, Portugal and the United Kingdom.*

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which Directive 2003/71/EC (including any relevant implementing measure in each Relevant Member State, the "**Prospectus Directive**") is implemented in that Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, all in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
  - (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
  - (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer;
  - (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,
- provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

- (i) the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor

to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State;

- (ii) the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State; and
- (iii) the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

### **Australia**

Each Dealer understands that no prospectus or other disclosure document (as defined in the Corporations Act 2001 (the "Corporations Act")) in relation to the Programme or Notes has been, or will be, lodged with the Australian Securities and Investments Commission or ASX Limited ("**ASIC**"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it:

- (a) has not made or invited, and will not make or invite, an offer of Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Base Prospectus or any other offering material or advertisement relating to Notes in Australia,

unless;

- (a) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (b) the offer does not constitute an offer to a "retail client" as defined for the purposes of Section 761G of the Corporations Act;
- (c) such action complies with any other applicable laws, regulations or directives in Australia; and
- (d) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

Section 708(19) of the Corporations Act provides that an offer of debentures for issue or sale does not need disclosure to investors under Part 6D.2 of the Corporations Act if the Issuer is an Australian ADI (as defined for the purposes of the Corporation Act). As at the date of this Prospectus, the Issuer is an Australian ADI.

In addition, each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, in connection with any issue of Notes issued by the Issuer, it will not offer or sell Notes (or any interest in any Notes) to any person who is known or suspected, by the relevant officer(s) or employee(s) of the Dealer involved in the offer, invitation or sale to be an Offshore Associate of the Issuer or to any person who is notified in writing by the Issuer to it as being an Offshore Associate of the Issuer.

**"Offshore Associate"** means an associate (as defined in section 128F(9) of the Income Tax Assessment Act 1936 of Australia) that is either:

- (a) a non-resident of Australia which does not acquire the Notes in the course of carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Notes in the course of carrying on a business at or through a permanent establishment outside Australia,

which is not acquiring the Notes, or receiving payment under the Notes, in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme.



## Austria

In addition to the cases described in the Public Offer Selling Restrictions under the Prospectus Directive in which the Notes may be offered to the public in an EEA Member State (including Austria), the Notes may be offered to the public in Austria only:

- (a) if the following conditions have been satisfied:
  - (i) the Base Prospectus, including any supplements but excluding any Final Terms, which has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*) (the "**FMA**") or, where appropriate, approved in another Member State and notified to the FMA, all in accordance with the Prospectus Directive, has been published at least one Austrian bank working day prior to the commencement of the relevant offer of the Notes to the public;
  - (ii) the applicable Final Terms for the Notes have been published and filed with the FMA on or prior to the date of commencement of the relevant offer of the Notes to the public and filed with the FMA; and
  - (iii) a notification with the Oesterreichische Kontrollbank Aktiengesellschaft, all as prescribed by the Capital Market Act 1991 (*Kapitalmarktgesetz 1991*), as amended (the "**CMA**"), has been filed at least one Austrian bank working day prior to the commencement of the relevant offer of the Notes to the public; or
- (b) otherwise in compliance with the CMA.

For the purposes of this Austrian selling restriction, the expression "an offer of the Notes to the public" means the communication to the public in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

## Belgium

With regard to Notes having a maturity of less than 12 months (and which therefore fall outside the scope of the Prospectus Directive), this Prospectus has not been, and it is not expected that it will be, submitted for approval to the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten / Autorité des services et marchés financiers*) (the "**FSMA**"). Accordingly, no action will be taken that would be characterised as or result in a public offering of such Notes in Belgium in accordance with the Prospectus Law of 16 June 2006 on public offerings of investment instruments and the admission of investment instruments to trading on regulated markets, as amended or replaced from time to time.

With regard to fund linked Notes, the funds to which the fund linked Notes are linked are not registered and will not be registered in Belgium with the FSMA under the Belgian law of 20 July 2004 on certain forms of collective investment portfolios. The shares and other securities issued by these funds cannot be offered publicly in Belgium.

The Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with Article 4 of the Belgian Law of 14 December 2005.

## France

In the period beginning on the date of the approval by the *Autorité des marchés financiers* (the "**AMF**") of this Base Prospectus for the purposes of the Prospectus Directive, and ending at the latest on the date which is 12 months after the date of such approval, the Issuer and any Dealer of an issue of Notes may make an offer of Notes:

- (i) to the public in France, as defined in Article L.411-1 of the French *Code monétaire et financier* and in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the provisions of the *Règlement général* of the AMF; and/or
- (ii) in circumstances that do not constitute an offer to the public in France pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF.

Pursuant to Article L.411-2 of the French *Code monétaire et financier* and Article 211-2 of the *Règlement général* of the AMF, (in each case as may be amended from time to time), the circumstances in which an offer of Notes shall not constitute an offer to the public in France include, but are not limited to, an offer of Notes:

- (i) addressed solely to qualified investors (*investisseurs qualifiés*) other than individuals, acting for their own account; and/or
- (ii) addressed solely to a limited number of investors (*cercle restreint d'investisseurs*) acting for their own account; and/or
- (iii) addressed solely to providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*); and/or
- (iv) addressed to investors who acquire Notes for a total consideration of at least euro 100,000 (or its equivalent in another currency) per investor, for each separate offer; and/or
- (v) whose notional amount, nominal amount or equivalent amounts to at least euro 100,000 (or its equivalent in another currency); and/or
- (vi) with a total consideration of less than euro 100,000 (or its equivalent in another currency), which limit shall be calculated over a period of 12 months.

### **Hong Kong**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### **India – Additional provisions for use with Indian underliers**

Each of the Dealers represents and agrees that it has not offered or sold, and will not offer or sell in India, by means of any document any Notes other than:

- (a) to persons who are not:
  - (i) a "person resident in India" (as such term is defined in the Foreign Exchange Management Act, 1999, as may be amended or supplemented from time to time); or
  - (ii) a "Non-Resident Indian" (as such term is defined in the Foreign Exchange Management (Deposit) Regulations 2000, as may be amended or supplemented from time to time),

(each a "**Restricted Entity**");

- (a) its controller is not a Restricted Entity;
- (b) it is a "person regulated by an appropriate foreign regulatory authority" (as such term and/or requirements relating thereto are defined or otherwise interpreted by any Indian governmental

or regulatory authority (each an "**Authority**") for the purposes of Regulation 15A of the Securities and Exchange Board of India (Foreign Institutional Investors) Regulations, 1995 (as may be amended or supplemented from time to time) (the "**FII Regulations**") (a "**Regulated Entity**"); and

- (c) the purchase or ownership of the Notes or any interest in the Notes has not been entered into with the intent of circumventing or otherwise avoiding any requirements applicable under the FII Regulations and/or any other subsidiary regulations or circulars issued pursuant thereto (including, without limitation, any restrictions applying to foreign institutional investors in relation to their issuances and/or other dealings in offshore derivative instruments (as such term is defined in the FII Regulations) with, Restricted Entities and persons/entities who are not Regulated Entities).

For the purposes of representation (b) above, a "controller" means any person or group of persons (acting pursuant to any agreement or understanding (whether formal or informal, written or otherwise)) who:

- (a) is/are entitled to exercise, or control the exercise of a majority or more of the voting power of an entity; or
- (b) holds or is otherwise entitled to a majority or more of the economic interest in an entity; or
- (c) in fact exercises control over an entity.

For the purposes of representation (b) above, "control" means the ability to appoint a majority or more of the directors of an entity, or the capacity to control decision-making, directly or indirectly, in relation to the financial, investment and/or operating policies of an entity in any manner.

Notwithstanding the foregoing definition, in the case only where an entity's investments are being managed on a discretionary basis by an investment manager, such investment manager shall not be deemed to be such entity's controller for the purposes of representation (ii) above by reason only of it being able to control decision-making in relation to the entity's financial, investment and/or operating policies.

Each holder of Notes and each beneficial owner of a Note agrees and undertakes that:

- (A) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of the Notes or any interest in the Notes to or for the benefit or account of any Restricted Entity;
- (B) it will not, directly or indirectly, sell, transfer, assign, novate or otherwise dispose of the Notes or any interest in the Notes to or for the benefit or account of any person/entity who is not a Regulated Entity;
- (C) it consents to the provision by the Issuer to any Authority of any information in its possession regarding it and the Notes or its interest in the Notes as the Issuer reasonably deems necessary or appropriate in order to comply with the regulations or requests of such Authority from time to time; and
- (D) it will, at its option, either:
  - (i) provide to the Issuer such additional information as the Issuer reasonably deems necessary or appropriate in order to comply with regulations or requests of any Authority from time to time (the "**Additional Information**"); or
  - (ii) subject to such Authority accepting such direct provision, provide such Additional Information directly to such Authority and confirm to the Issuer that it has done so.

## Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and each Dealer has represented and agreed, and each further dealer appointed under the Programme will be required to represent and agree that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption

from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

#### **Korea**

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law (the "**FETL**") and the decrees and regulations thereunder. The Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Notes.

#### **The Netherlands**

Zero Coupon Notes in definitive bearer form on which interest does not become due and payable during their term but only at maturity (that qualify as savings certificates or *spaarbewijzen* as defined in the Dutch Savings Certificates Act or *Wet inzake spaarbewijzen*; the "**SCA**") may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business, and (iii) the issue and trading of such Notes if they are physically issued outside the Netherlands and are not immediately thereafter distributed in the Netherlands.

#### **The People's Republic of China**

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the People's Republic of China (the "**PRC**") (excluding Hong Kong, Macau and Taiwan) in contravention of any applicable laws or (if the Notes are linked to A-Shares (as defined below)) to any Domestic Investor as defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited.

"**A-Share**" means shares of the companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi.

The term "**Domestic Investor**" is defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited and includes the following:

- (a) PRC citizens resident in the PRC (excluding Hong Kong, Macau and Taiwan);
- (b) PRC citizens resident outside the PRC who are not permanent residents of another country or permanent residents of Hong Kong, Macau or Taiwan; and
- (c) Legal persons registered in the PRC (excluding Hong Kong, Macau and Taiwan).

"**Legal persons registered in the PRC**" excludes foreign entities incorporated or organised in other jurisdictions even though they may have an office (i.e. a branch) in the PRC.

"**PRC citizens**" used in the rules do not include persons who are permanent residents of Hong Kong, Macau or Taiwan.

"**Renminbi**" means the lawful currency of the PRC.

#### **Portugal**

No offer of the Notes may be made in Portugal except under circumstances that will result in compliance with the rules concerning the marketing of such Notes and with the laws of Portugal generally.

In relation to Portugal, the Notes may not be offered to the public in Portugal, except that an offer of the Notes to the public in Portugal may be made:

- (a) in the period beginning on the date of publication of a prospectus in relation to the Notes which has been approved by the Portuguese Securities Exchange Commission ("*Comissão do Mercado de Valores Mobiliários*", or the "**CMVM**") in accordance with the Prospectus Directive or, where appropriate, published in another Member State and notified to the CMVM all in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to any entities who are considered as qualified investors according to article 30 of the Portuguese Securities Code ("*Código dos Valores Mobiliários*"); and
- (c) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of the securities to the public" in relation to any Notes in Portugal means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive) and includes any relevant implementing measures in Portugal.

### **Republic of Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Article 34-*ter*, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time ("**Regulation No. 11971**"); or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and
- (ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (a) and (b) above, Notes which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly (*sistematicamente*) distributed on the secondary market in Italy to non qualified investors become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by such non qualified investors.

### **Singapore**

This Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). Each Dealer

represents and agrees that the Notes may not be offered or sold, nor may the Notes be the subject of an invitation for subscription or purchase, nor may this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Notes be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are acquired by persons who are relevant persons specified in Section 276 of the SFA, namely:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA (in the case of that corporation) or arising from an offer referred to in Section 276(4)(i)(B) of the SFA (in the case of that trust);
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.

Spain Neither the Notes nor this Base Prospectus have been approved or registered in the administrative registries of the Spanish Securities Markets Commission (*Comisión Nacional del Mercado de Valores*). Accordingly, the Notes may not be offered, sold or re-sold in Spain except in circumstances which do not constitute a public offering of securities in Spain within the meaning of Article 30-bis of the Spanish Securities Market Law of July 28, 1988 (*Ley 24/1988, de 28 de julio, del Mercado de Valores*) as amended and restated and Royal Decree 1310/2005 of 4 November on admission to listing of securities on organised secondary markets and public offers of securities and the prospectus required in connection therewith (*Real Decreto 1310/2005 de 4 de noviembre, por el que se desarrolla parcialmente la Ley del Mercado de Valores, en material de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*) as amended and restated and supplemental rules enacted thereunder or in substitution thereof from time to time.

#### **Taiwan**

The Notes may not be sold offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase by such investors outside Taiwan so long as no solicitation or other activities take place (A) in Taiwan or (B) otherwise in violation of any applicable Taiwan law or regulation and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products under which rules the Notes have been registered in Taiwan.

#### **Thailand**

This Base Prospectus has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the Notes may not be offered or sold, or this Base Prospectus or any other documents relating to the offer of the Notes be distributed, directly or indirectly, to any person in Thailand except under circumstances

which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.

### **United Kingdom**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**") received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not if the Issuer was not an authorised person apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **United States**

#### **Selling Restrictions**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. The applicable Final Terms will specify whether the provisions of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) ("**TEFRA D**") apply or do not apply ("**TEFRA not applicable**") to the issuance of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or, in the case of Notes in bearer form, deliver such Notes (i) as part of their distribution of the Notes at any time or (ii) otherwise until after the expiration of the 40 day distribution compliance period, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes prior to the expiration of the 40 day distribution compliance period a confirmation or other notice stating that the dealer purchasing the Notes is subject to the same restrictions on offers and sales that apply to a Dealer. Terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

The Notes are only being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. In addition, until the 40 day distribution compliance period with respect to any Series of Notes has expired, an offer or sale of such Notes within the United States or to a U.S. person by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act. Terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

Each issuance of Notes linked to an Underlying Reference, Physical Delivery Notes or Foreign Exchange (FX) Rate Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

## Transfer Restrictions

Each purchaser of Notes and each subsequent purchaser of such Notes in resales or other transferee of such Notes prior to the expiration of the 40 day distribution compliance period will be deemed to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

- (a) that it is (a) outside the United States, (b) not a U.S. person and (c) not an affiliate of the Issuer or a person acting on behalf of such affiliate;
- (b) it understands that the Notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Notes have not been and will not be registered under the Securities Act or any other applicable U.S. securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that if it should resell or otherwise transfer the Notes prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Notes, as determined and certified by the relevant Dealer or, in the case of an issue of Notes or syndicated basis, the relevant lead manager), it will do so only outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act and in accordance with all applicable U.S. State and Federal securities laws;
- (d) it acknowledges that the Notes will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THE NOTES REPRESENTED BY THIS SECURITY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS OR ANY REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT AND PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.";
- (e) it understands that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account; and
- (f) it understands that the Notes in registered form offered in reliance on Regulation S will be represented by one or more Registered Global Notes. Prior to the expiration of the distribution compliance period, before any interest in the Registered Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Registered Global Note, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

## General

Each Dealer has agreed and each other Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction (including, for the avoidance of doubt, those jurisdictions referred to above) in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus or any offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer or any other Dealer shall have any responsibility therefore.



None BNPP or any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder or assumes any responsibility for facilitating any such sale.

## GENERAL INFORMATION

### 1. Corporate Authorisations

No authorisation procedures are required of BNPP by French law for the update of the Programme. The issue of Notes by BNPP under the Programme is authorised pursuant to the Board resolution dated 15 May 2013.

### 2. Listing and Admission to trading

This Base Prospectus has received visa no 13-258 on 3 June 2013 from the *Autorité des marchés financiers (AMF)*.

Application may be made for Notes issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed and admitted to trading on Euronext Paris and/or a Regulated Market or the EuroMTF Market of the Luxembourg Stock Exchange or any other stock exchange(s) as may be specified in the applicable Final Terms.

### 3. Notification

The Issuer has requested the AMF to provide the competent authority of Belgium, Germany, Italy, Luxembourg, the Netherlands, Portugal, Spain and the United Kingdom with a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with Article 212-2 of its *Règlement Général*. The AMF may also be requested to provide the competent authority of any other EEA State with a similar certificate of approval.

### 4. Documents Available

Copies of:

- (i) copies of the *Statuts* of BNPP;
- (ii) the audited annual consolidated financial statements of BNPP for the years ended 31 December 2011 and 31 December 2012;
- (iii) the most recently published audited annual consolidated financial statements and unaudited semi-annual consolidated financial statements and quarterly results of BNPP;
- (iv) the Deed of Covenant, the Agency Agreement (which includes the forms of the Global Notes and the definitive Notes, the Receipts, the Coupons and the Talons) and the French Law Agency Agreement; and
- (v) the Information Statement relating to BNPP dated 3 June 2013 including BNPP's 1st quarter results for the three month period ended 31 March 2013; and
- (vi) copies of this Base Prospectus.

will be available for inspection during the usual business hours on any week day (except Saturdays and public holidays) at the offices of the Principal Paying Agent. In addition, (ii), (iii) and (v) are available on the Issuer's website: "[www.invest.bnppparibas.com](http://www.invest.bnppparibas.com)". In addition, copies of this Base Prospectus, any Final Terms relating to securities listed on Euronext Paris, any documents incorporated by reference in this Base Prospectus and copies of the French language version of the summary of this Base Prospectus (as may be supplemented from time to time) are available on the AMF's website: "[www.amf-france.org](http://www.amf-france.org)".

### 5. Material Adverse Change

There has been no material adverse change in the prospects of BNPP or the Group since 31 December 2012 (being the end of the last financial period for which audited financial statements have been published).

### 6. Legal and Arbitration Proceedings

Save as disclosed on page 92 of the Information Statement (*Legal proceedings*), there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which either Issuer is aware), during the period covering

at least the 12 months prior to the date of this Base Prospectus which may have, or have had in the recent past, significant effects on either Issuer and/or the Group's financial position or profitability.

## **7. Significant Change**

There has been no significant change in the financial or trading position of the Group since 31 December 2012 (being the end of the last financial period for which audited financial statements have been published).

## **8. Material Contracts**

The Issuer has not entered into contracts outside the ordinary course of its business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Notes being issued.

## **9. Third Party Information**

Information contained in this Base Prospectus which is sourced from a third party has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information published by the relevant third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has also identified the source(s) of such information.

## **10. Board of Directors**

The members of the Board of Directors of BNPP are displayed on pages 193 to 196 of the Information Statement relating to BNPP which is incorporated by reference herein.

## **11. Conflicts of Interests**

To the knowledge of the Bank, the duties owed by the members of the Board of Directors of the Bank do not give rise to any potential conflicts of interest with such members' private interests or other duties.

## **12. Auditors**

The statutory auditors (*Commissaires aux comptes*) of BNPP are currently the following:

Deloitte & Associés was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2006.

Deloitte & Associés is represented by Damien Leurent.

*Deputy:*

BEAS, 7-9, Villa Houssay, Neuilly-sur-Seine (92), France, SIREN No. 315 172 445, Nanterre trade and companies register.

PricewaterhouseCoopers Audit was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 26 May 1994.

PricewaterhouseCoopers Audit is represented by Etienne Boris.

*Deputy:*

Anik Chaumartin, 63, Rue de Villiers, Neuilly-sur-Seine (92), France.

Mazars was appointed as Statutory Auditor at the Annual General Meeting of 23 May 2012 for a six-year period expiring at the close of the Annual General Meeting called in 2018 to approve the financial statements for the year ending 31 December 2017. The firm was first appointed at the Annual General Meeting of 23 May 2000.

Mazars is represented by Hervé Hélias.

*Deputy:*

Michel Barbet-Massin, 61 Rue Henri-Regnault, Courbevoie (92), France.

Deloitte & Associés, PricewaterhouseCoopers Audit, and Mazars are registered as Statutory Auditors with the Versailles Regional Association of Statutory Auditors, under the authority of the French National Accounting Oversight Board (*Haut Conseil du Commissariat aux Comptes*).

**13. Clearing Systems**

The Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The common code and ISIN for each issue allocated by Euroclear and Clearstream, Luxembourg and details of any other agreed clearing system (including CMU and Euroclear France) will be contained in the relevant Final Terms. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction.

**14. Post-Issuance Information**

The Issuer does not intend to provide any post-issuance information in relation to any underlying in relation to any issue of Notes.

**15. Dealer Conflicts**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their Affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's Affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

**16. Yield**

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date on the basis of the Issue Price and on the assumption that the Notes are not subject to early cancellation or, if applicable, no Credit Event occurs. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield. An indication of the yield may only be calculated for Fixed Rate and may not be determined for Notes that bear or pay interest determined by reference to a floating rate and/or a rate calculated by reference to one or more Underlying Reference(s).

## PROGRAMME SUMMARY (IN FRENCH)

### RÉSUMÉ DU PROGRAMME

Les résumés sont établis sur la base des éléments d'informations (ci-après les "Eléments") présentés dans les sections A à E (A.1 à E.7) ci-dessous. Le présent résumé contient tous les Eléments requis pour ce type d'Obligations et d'Emetteur. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type d'Obligations et d'Emetteur, il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».

#### Section A - Introduction et avertissements

Elément	Description de l'Elément	
A.1	Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition relative aux actions en justice	<ul style="list-style-type: none"><li>• <b>Le présent résumé doit être lu comme une introduction au Prospectus de Base et aux Conditions Définitives applicables.</b></li><li>• <b>Toute décision d'investir dans les Obligations concernées doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.</b></li><li>• <b>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.</b></li><li>• <b>Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives applicables, ou, une fois les dispositions de la Directive 2010/73/UE transposées dans cet Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à</b></li></ul>

Elément	Description de l'Elément	
		<p align="center"><b>l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans ces Obligations.</b></p>
<p><b>A.2</b></p>	<p>Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes</p>	<p>Certaines émissions d'Obligations d'une valeur nominale inférieure à 100.000 € (ou l'équivalent dans toute autre devise) peuvent être offertes dans des circonstances où il n'existe aucune exemption à l'obligation de publier un prospectus en vertu de la Directive Prospectus. Une telle offre est désignée comme une "<b>Offre Non Exemptée</b>". Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du présent Prospectus de Base pour les besoins de la présentation d'une Offre Non Exemptée d'Obligations par les Gestionnaires, tout intermédiaire désigné comme un Offreur Autorisé Initial dans les Conditions Définitives applicables et tout intermédiaire financier dont le nom est publié sur le site Internet de l'Emetteur (<a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a>) qui est identifié comme un Offreur Autorisé au titre de l'Offre Non Exemptée concernée ainsi que (si « Consentement Général » est spécifié dans les Conditions Définitives applicables) tout intermédiaire financier qui est habilité à faire de telles offres en vertu de la législation applicable transposant la Directive concernant les marchés d'instruments financiers (Directive 2004/39/CE), à condition que l'intermédiaire financier en question publie sur son site Internet la déclaration suivante (les passages entre crochets devant être complétés par les informations pertinentes) :</p> <p><i>"Nous, [indiquer la dénomination de l'intermédiaire financier], nous référons à [indiquer l'intitulé des Obligations concernées] (les "<b>Obligations</b>") décrites dans les Conditions Définitives en date du [indiquer la date] (les "<b>Conditions Définitives</b>) publiées par BNP Paribas (l'"<b>Emetteur</b>"). Nous acceptons par les présentes l'offre faite par l'Emetteur de consentir à notre utilisation du Prospectus de Base (tel que défini dans les Conditions Définitives) en relation avec l'offre d'Obligations conformément aux Conditions de l'Offreur Autorisé et sous réserve des conditions auxquelles ce consentement est soumis, telles qu'elles sont chacune définies dans le Prospectus de Base, et nous utilisons le Prospectus de Base en conséquence."</i></p> <p>(chacun étant dénommé : un "<b>Offreur Autorisé</b>").</p> <p><i>Période d'Offre</i> : Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non Exemptées d'Obligations pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables.</p> <p><i>Conditions du consentement</i> : Les conditions du consentement de</p>

Elément	Description de l'Elément	
		l'Emetteur (outre les conditions visées ci-dessus) sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre spécifiée dans les Conditions Définitives applicables ; et (b) ne porte que sur l'utilisation de ce Prospectus de Base pour faire des Offres Non Exemptées de la Tranche d'Obligations concernée dans les Juridictions d'Offre au Public spécifiées dans les Conditions Définitives applicables. En outre, le consentement de l'Emetteur sera soumis à telles autres conditions qui peuvent être stipulées dans les Conditions Définitives applicables.
		<b>UN INVESTISSEUR QUI A L'INTENTION D'ACQUÉRIR OU QUI ACQUIERT DES OBLIGATIONS DANS UNE OFFRE NON EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE CES OBLIGATIONS À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT, CONFORMÉMENT AUX CONDITIONS ET AUTRES MODALITÉS EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT EN CE QUI CONCERNE LE PRIX, LES ALLOCATIONS ET LES CONDITIONS DE RÈGLEMENT. L'INVESTISSEUR DEVRA S'ADRESSER À L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE POUR QU'IL LUI FOURNISSE LES INFORMATIONS EN QUESTION ET L'OFFREUR AUTORISÉ SERA RESPONSABLE DE CES INFORMATIONS.</b>

#### Section B - Emetteur

Elément	Description de l'Elément	
<b>B.1</b>	Raison sociale et nom commercial de l'Emetteur	Les Obligations peuvent être émises en vertu du Programme par BNP Paribas (" <b>BNPP</b> " ou la " <b>Banque</b> " ou l'" <b>Emetteur</b> ").
<b>B.2</b>	Domicile/ forme juridique/ législation/ pays de constitution	BNPP a été constitué en France sous la forme d'une société anonyme de droit français et agréée en qualité de banque et son siège social est situé 16, boulevard des Italiens – 75009 Paris, France.
<b>B.4b</b>	Information sur les tendances	<b>Conditions Macroéconomiques.</b> L'environnement de marché et macroéconomique a un impact sur les résultats de la Banque. Compte tenu de la nature de son activité, la Banque est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au

Elément	Description de l'Elément	
		<p>cours des dernières années.</p> <p>Bien que les conditions économiques globales se soient améliorées au cours de l'année 2012, les prévisions de croissance sont divergentes pour les économies développées pour 2013 et les années à venir. Au sein de la zone Euro, les <i>spreads</i> des états ont diminué en 2012 par rapport à des niveaux historiquement élevés même si une incertitude persiste sur la solvabilité de certains états et sur la proportion dans laquelle les états membres de l'UE souhaitent accorder des financements complémentaires.</p> <p><b>Législation et Réglementations Applicables aux Institutions Financières.</b></p> <p>La législation et les réglementations applicables aux institutions financières ont un impact sur la Banque qui connaissent une évolution significative dans le sillage de la crise financière globale. Les nouvelles mesures qui ont été proposées et adoptées comprennent des exigences plus strictes en matière de capital et de liquidité, des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduites des affaires plus strictes, un clearing et un reporting obligatoire des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les nouvelles mesures adoptées ou en projet qui ont ou sont susceptibles d'avoir un impact sur la Banque comprennent les cadres prudentiels Bâle 3 et CRD4, les obligations corrélatives annoncés par l'EBA, la désignation de la Banque en tant qu'institution financière d'importance systémique par le FSB, la loi bancaire française, la proposition européenne Liikanen et la proposition de la Réserve Fédérale pour la réglementation des banques étrangères.</p>
<b>B.5</b>	Description du Groupe	<p>BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe : la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 78 pays et compte près de 190.000 collaborateurs, dont plus de 145.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le "<b>Groupe BNPP</b>").</p>
<b>B.9</b>	Prévision ou estimation du bénéfice	<p>Sans objet, l'Emetteur ne fournit aucune prévision ou estimation du bénéfice.</p>
<b>B.10</b>	Réserves contenues dans le rapport d'audit	<p>Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.</p>
<b>B.12</b>	Informations financières historiques clés sélectionnées :	<p><b>En millions d'EUR</b></p>



Elément	Description de l'Elément	
		31/12/2011 31/12/2012
	Produit Net Bancaire	42.384 39.072
	Coût du Risque	(6.797) (3.941)
	Résultat Net, part du Groupe	6.050 6.553
	Ratio Common Equity Tier 1 (Bâle 2.5)	9,6% 11,8%
	Ratio Tier 1	11,6% 13,6%
	Total du bilan consolidé	1.965.283 1.907.290
	Total des prêts et créances sur la clientèle	665.834 630.520
	Total des dettes envers la clientèle	546.284 539.513
	Capitaux Propres (part du Groupe)	75.370 85.886
	<p><b><i>Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif</i></b></p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis le 31 décembre 2012, et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis le 31 décembre 2012.</p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de l'Emetteur depuis le 31 décembre 2012, et il ne s'est produit aucun changement défavorable significatif dans les perspectives de l'Emetteur depuis le 31 décembre 2012.</p>	
<b>B.13</b>	Evénements impactant la solvabilité de l'Emetteur	Sans objet, à la date de ce Prospectus de Base et à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de sa solvabilité depuis le 31 décembre 2012.
<b>B.14</b>	Dépendance à l'égard d'autres entités du groupe	<p>Sous réserve du paragraphe suivant, BNPP n'est pas dépendant des autres membres du Groupe BNPP.</p> <p>En avril 2004, BNPP a commencé l'externalisation des Services de Gestion des Infrastructures Informatiques (<i>IT Infrastructure Management</i>) vers "<i>BNP Paribas Partners for Innovation</i>" (BP<sup>2</sup>I), une joint-venture créée avec IBM France fin 2003. BP<sup>2</sup>I fournit des Services de Gestion des Infrastructures Informatiques pour BNPP et plusieurs filiales de BNPP en France, en Suisse et en Italie. Mi-décembre 2011, BNPP a renouvelé son accord avec IBM France pour une période allant jusqu'à fin 2017. Fin 2012, les parties ont conclu un accord visant à étendre progressivement ce dispositif à BNP Paribas Fortis à partir de 2013. BP<sup>2</sup>I est détenu à 50% par BNPP et à 50% par IBM France ; IBM France est responsable des opérations quotidiennes, avec un fort engagement de BNP Paribas en tant qu'actionnaire significatif.</p> <p>Voir également l'Elément B.5 ci-dessus.</p>
<b>B.15</b>	Principales activités	BNP Paribas détient des positions clés dans ses trois domaines d'activité :

Elément	Description de l'Elément	
		<ul style="list-style-type: none"> <li>• l'activité de Banque de Détail, qui regroupe : <ul style="list-style-type: none"> <li>• un ensemble de Marchés Domestiques, comprenant : <ul style="list-style-type: none"> <li>• la Banque de Détail en France (BDDF),</li> <li>• <i>BNL Banca Commerciale</i> (BNL bc), la banque de détail en Italie,</li> <li>• BRB, la banque de détail en Belgique,</li> <li>• d'autres activités sur des Marchés Domestiques, y compris LRB, la banque de détail au Luxembourg ;</li> </ul> </li> <li>• une activité <i>International Retail Banking</i>, comprenant : <ul style="list-style-type: none"> <li>• la région Europe-Méditerranée,</li> <li>• BancWest;</li> </ul> </li> <li>• une activité <i>Personal Finance</i>;</li> </ul> </li> <li>• le pôle <i>Investment Solutions</i>;</li> <li>• le pôle Banque de Financement et d'Investissement (<i>Corporate and Investment Banking</i> (CIB)).</li> </ul>
<b>B.16</b>	Actionnaires de contrôle	Aucun des actionnaires existants ne contrôle l'Emetteur, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement (SFPI), société anonyme d'intérêt public agissant pour le compte du gouvernement belge, qui détient 10,3% du capital social au 31 décembre 2012 ; AXA, qui détient 5,3% du capital social au 31 décembre 2012 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2012. A la connaissance de BNPP, aucun actionnaire autre que SFPI ou AXA ne détient plus de 5% de son capital ou de ses droits de vote.
<b>B.17</b>	Notations de crédit sollicitées	<p>Les titres d'emprunt à long terme de BNPP sont notés A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS), A2 avec une perspective stable (Moody's Investors Service Ltd.) et A+ avec une perspective stable (Fitch France S.A.S.).</p> <p>Les Obligations émises dans le cadre du Programme pourront ou non faire l'objet d'une notation.</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.</p>

### Section C – Valeurs Mobilières

Elément	Description de l'Elément	
<b>C.1</b>	Nature et catégorie des valeurs mobilières/	BNPP peut émettre des obligations (" <b>Obligations</b> ") d'une valeur nominale inférieure à 100.000 EUR (ou l'équivalent dans

Elément	Description de l'Elément	
	numéro d'identification (code ISIN)	<p>toute autre devise).</p> <p>Le Code ISIN et le Code Commun d'une Souche d'Obligations seront spécifiés dans les Conditions Définitives applicables.</p> <p>Les Obligations peuvent être des obligations à règlement en espèces ("<b>Obligations à Règlement en Espèces</b>") ou des obligations à règlement physique par livraison d'actifs ("<b>Obligations à Règlement Physique</b>").</p>
C.2	Devise	<p>Sous réserve de se conformer à toutes les lois, réglementations et directives applicables, les Obligations pourront être émises dans toute devise.</p>
C.5	Restrictions à la libre négociabilité	<p>Les Obligations seront librement négociables, sous réserve des restrictions d'offre et de vente en vigueur France, en Belgique, au Luxembourg, au Royaume-Uni, en Italie, en Allemagne, en Espagne, aux Pays-Bas et au Portugal, et conformément à la Directive Prospectus et aux lois de toute juridiction dans laquelle les Obligations concernées sont offertes ou vendues.</p>
C.8	Droits s'attachant aux Obligations	<p>Les Obligations émises dans le cadre du Programme seront soumises à des modalités concernant, entre autres, les questions suivantes :</p> <p><b>Rang de Créance des Obligations et Subordination</b></p> <p>Les Obligations peuvent être émises sur une base senior ou sur une base subordonnée.</p> <p>Les Obligations Senior constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre elles et <i>pari passu</i> avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).</p> <p>BNPP peut émettre des Obligations Subordonnées qui comprennent des Obligations Subordonnées à Durée Déterminée et des Obligations Subordonnées à Durée Indéterminée.</p> <p>Les Obligations Subordonnées à Durée Déterminée constitueront des obligations directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP et viennent et viendront au même rang entre elles et <i>pari passu</i> avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP, présentes et futures, et</p>

Elément	Description de l'Elément	
		<p>auront une date d'échéance fixe. Sous réserve de la loi applicable, en cas de liquidation volontaire de BNPP, de procédure d'insolvabilité ou de toute autre procédure similaire affectant BNPP, les droits des Obligataires et (si les Conditions Définitives applicables le spécifient) des Titulaires de Coupons au paiement en vertu des Obligations Subordonnées à Durée Déterminée et (s'il y a lieu) des Coupons y afférents seront subordonnés au paiement intégral des créanciers non subordonnés (y compris les déposants) de BNPP et, sous réserve de ce paiement intégral, ces Obligataires et (si les Conditions Définitives applicables le précisent) ces Titulaires de Coupons seront payés en priorité par rapport aux prêts participatifs consentis à BNPP et aux titres participatifs émis par BNPP. Les Coupons ne seront pas subordonnés (sauf stipulation contraire des Conditions Définitives applicables).</p> <p>Les Obligations Subordonnées à Durée Indéterminée constitueront des obligations directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP et viennent et viendront au même rang entre elles et <i>pari passu</i> avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP, présentes et futures, et n'auront pas de date d'échéance fixe. Le paiement des intérêts au titre des Obligations Subordonnées à Durée Indéterminée pourra être différé conformément aux dispositions de la Modalité 3(g) des Modalités des Obligations de droit anglais et de la Modalité 3(f) des Modalités des Obligations de droit français, selon le cas. Sous réserve de la loi applicable, en cas de liquidation volontaire de BNPP, de procédure d'insolvabilité ou de toute autre procédure similaire affectant BNPP, les droits des Obligataires et des Titulaires de Coupons seront subordonnés au paiement intégral des créanciers non subordonnés (y compris les déposants) de BNPP et, sous réserve de ce paiement intégral, ces Obligataires et ces Titulaires de Coupons seront payés en priorité par rapport aux prêts participatifs consentis à BNPP et aux titres participatifs émis par BNPP.</p> <p>Les produits d'émissions d'Obligations Subordonnées à Durée Indéterminée peuvent être utilisés afin de compenser des pertes de BNPP, et de lui permettre ensuite de poursuivre ses activités conformément à la réglementation bancaire française. Les produits de ces émissions seront classés parmi les fonds propres de BNPP conformément à l'Article 4(c) du Règlement No. 90-02 du Comité de la réglementation bancaire et financière. Cette disposition n'affecte en rien toute loi française applicable aux principes comptables en matière d'affectation</p>

Elément	Description de l'Elément	
		des pertes ni les devoirs des actionnaires, et n'affecte en rien les droits des Obligataires et des Titulaires de Coupons de recevoir les paiements en principal et intérêts qui leur sont dus en vertu des Obligations Subordonnées à Durée Indéterminée et des Coupons, conformément aux modalités des Obligations concernées.
		<p><b>Maintien de l'Emprunt à son Rang</b></p> <p>Les modalités des Obligations ne contiendront aucune clause de maintien de l'emprunt à son rang.</p>
		<p><b>Cas de Défaut</b></p> <p>Les modalités des Obligations Senior prévoiront des cas de défaut, y compris le défaut de paiement, le défaut d'exécution ou le non-respect des obligations de l'Emetteur en vertu des Obligations et l'insolvabilité ou la liquidation de l'Emetteur.</p> <p>Les modalités des Obligations Subordonnées prévoiront un cas de défaut si l'Emetteur fait l'objet d'une décision de liquidation judiciaire ou adopte une résolution effective décidant de procéder à sa liquidation amiable.</p>
		<p><b>Assemblées Générales</b></p> <p>Les modalités des Obligations contiendront des dispositions relatives à la convocation d'assemblées générales des Obligataires, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les obligataires, y compris ceux qui n'ont pas assisté et voté à l'assemblée concernée et ceux qui ont voté d'une manière contraire à celle de la majorité.</p> <p>Dans le cas d'Obligations de droit français, et pour toutes les Tranches d'une Souche, les Obligataires seront automatiquement regroupés dans une masse (la <b>Masse</b>) pour la défense de leurs intérêts communs.</p> <p>La Masse agira en partie par l'intermédiaire d'un représentant (le <b>Représentant</b>) et en partie par l'intermédiaire d'une assemblée générale des Obligataires (l'<b>Assemblée Générale</b>).</p>
		<p><b>Fiscalité</b></p> <p>Tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par la France, toute subdivision politique de celle-ci ou toute autre autorité française ayant pouvoir de prélever l'impôt, ou imposés par toute autre juridiction ou par toute subdivision politique de</p>

Elément	Description de l'Elément	
		celle-ci ou toute autre autorité de cette juridiction ayant pouvoir de prélever l'impôt, à laquelle BNPP serait soumise au titre des Obligations, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.
		Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables dans le lieu de paiement, mais sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations de droit anglais ou de la Modalité 6 des Modalités des Obligations de droit français, le cas échéant, (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de l' <i>U.S. Internal Revenue Code</i> de 1986 (le " <b>Code</b> "), ou qui est autrement imposé en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou (sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations de droit anglais ou de la Modalité 6 des Modalités des Obligations de droit français, le cas échéant) de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.
		<p><b>Loi applicable</b></p> <p>Dans le cas des Obligations de droit anglais, le Contrat de Service Financier, l'Acte d'Engagement (<i>Deed of Covenant</i>), les Obligations (à l'exception de la Modalité 2(b) des Modalités des Obligations de droit anglais qui est soumise au droit français), les Reçus et les Coupons, et tous engagements non-contractuels découlant du Contrat de Service Financier, de l'Acte d'Engagement (<i>Deed of Covenant</i>), des Obligations (exception faite de ce qui est dit ci-dessus), des Reçus et des Coupons, ou s'y rapportant, seront régis par le droit anglais, qui gouvernera également leur interprétation. Dans le cas des Obligations de droit français, le Contrat de Service Financier français et les Obligations seront interprétés selon le droit français.</p>
C.9	Intérêts/ Remboursement	<p><b>Intérêts</b></p> <p>Les Obligations peuvent ou non porter ou payer des intérêts. Les Obligations qui ne portent ou ne paient pas des intérêts peuvent être offertes ou vendues avec une décote par rapport à leur montant nominal. Les Obligations portant ou payant des</p>

Elément	Description de l'Elément	
		<p>Intérêts donneront lieu au paiement d'intérêts calculés par référence à un taux fixe, un taux variable et/ou un taux calculé par référence à un ou plusieurs Sous-Jacents de Référence (chacune étant dénommé : un « <b>Sous-Jacent de Référence</b> »).</p> <p>Dans chaque cas, les intérêts seront payables à la date ou aux dates déterminées par l'Emetteur et tout Agent Placeur concerné à la date d'émission des Obligations, spécifiés dans les Conditions Définitives applicables et résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. En outre, le taux d'intérêt et le rendement au titre des Obligations portant intérêts à un taux fixe seront ainsi déterminés, spécifiés et résumés. Pour les Obligations à Durée Indéterminée, si cela est indiqué dans les Conditions Définitives applicables, l'Emetteur pourra décider de suspendre ou de différer les paiements d'intérêts.</p> <p>Le Taux d'Intérêt pourra être calculé par référence à un taux de référence (notamment le LIBOR ou l'EURIBOR). Le taux de référence et la manière dont ce taux sera calculé en utilisant le taux de référence (y compris toute marge au-dessus ou en-dessous du taux de référence) seront déterminés par l'Emetteur et tout Agent Placeur concerné à la date d'émission des Obligations, spécifiés dans les Conditions Définitives applicables et résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p> <p>Le Taux d'Intérêt pourra être calculé par référence à un ou plusieurs Sous-Jacents de Référence. Le ou les Sous-Jacents de Référence et la manière dont ce taux sera calculé seront déterminées par l'Emetteur et tout Agent Placeur concerné à la date d'émission des Obligations concernées, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p> <p>Le taux d'Intérêt peut être l'un quelconque des taux suivants, comme spécifié dans les Conditions Définitives applicables :</p> <p>Taux Fixe</p> <p>Taux Variable</p> <p>Coupon Fixe SPS</p> <p>Coupon Digital</p> <p>Coupon Snowball Digital</p>

Elément	Description de l'Elément	
		<p>Coupon Accrual Digital</p> <p>Coupon Stellar</p> <p>Coupon Cappuccino</p> <p>Coupon Ratchet</p> <p>Coupon Driver</p> <p>Coupon Sum</p> <p>Coupon Option Max</p> <p>Coupon FI Digital</p> <p>Coupon Range Accrual</p> <p>Coupon Combination Floater</p> <p>Coupon PRDC</p> <p>Coupon FI Digital Floor</p> <p>Coupon FI Digital Cap</p> <p>Coupon FI Target</p> <p>Ces taux et/ou montants d'intérêts payables peuvent être soumis à un maximum ou un minimum. Si la clause Option de Changement du Coupon ou Changement Automatique du Coupon est spécifiée dans les Conditions Définitives applicables, le taux pourra être changé pour passer d'un taux spécifié à un autre. Les conditions applicables à chaque Souche de ces Obligations seront déterminées par l'Emetteur et tout Agent Placeur concerné à la date d'émission des Obligations concernées, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p> <p><b>Remboursement</b></p> <p>Les conditions dans lesquelles les Obligations peuvent être remboursées (y compris la date d'échéance, la date de remboursement, la date de règlement concernée et le montant payable ou livrable lors du remboursement, et toutes dispositions relatives au remboursement anticipé ou à l'annulation) seront déterminées par l'Emetteur à la date d'émission des Obligations concernées, spécifiées dans les Conditions Définitives applicables et résumées dans le résumé</p>



Elément	Description de l'Elément	
		<p>spécifique de l'émission annexé aux Conditions Définitives applicables. Les Obligations peuvent être remboursées par anticipation pour des raisons fiscales, au Montant de Remboursement Anticipé calculé conformément aux Modalités, ou à l'option de l'Emetteur ou à l'option des Obligataires, si les Conditions Définitives applicables le spécifient, au Montant de Remboursement Optionnel spécifié dans les Conditions Définitives applicables.</p> <p>Les Obligations peuvent être annulées ou remboursées par anticipation si l'exécution des engagements de l'Emetteur en vertu des Obligations est devenue illégale ou s'il est devenu impossible ou impraticable, en raison d'un cas de force majeure ou du Fait du Prince, pour l'Emetteur d'exécuter ses engagements en vertu des Obligations et/ou de tous accords de couverture connexes.</p> <p>Dans le cas d'Obligations indexées sur un Sous-Jacent de Référence, les Obligations peuvent également être annulées ou remboursées par anticipation à la suite de la survenance de certains cas de perturbation ou d'ajustement ou de certains événements exceptionnels ou autres, tels que résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables. Si les Conditions Définitives applicables spécifient que la clause de Changement de Formule de Paiement ou Changement Automatique de Formule de Paiement s'applique, le montant payable ou livrable en cas de remboursement pourra être changé pour passer d'un montant payable ou livrable à un autre.</p> <p><b>Indication du Rendement</b></p> <p>Dans le cas d'Obligations portant ou payant des intérêts à un taux fixe, le rendement sera spécifié dans les Conditions Définitives applicables. Ce rendement sera calculé en appliquant le taux d'intérêt qui, s'il était appliqué rétroactivement à la Date d'Emission à chaque paiement en principal et intérêts devant être effectué en vertu des Obligations, rapporterait, à la Date d'Echéance Prévues, des montants égaux au total au Prix d'Emission. Une indication du rendement peut seulement être calculée pour les Obligations à Taux Fixe et ne peut pas être déterminée pour les Obligations qui portent ou payent des intérêts, déterminés par référence à un taux variable et/ou un taux calculé par référence à un ou plusieurs Sous-Jacent(s) de Référence.</p> <p>Le rendement est calculé à la Date d'Emission sur la base du Prix d'Emission et en supposant que les Obligations ne font</p>

Elément	Description de l'Elément	
		<p>pas l'objet d'une annulation anticipée, ou, s'il y a lieu, qu'aucun Evénement de Crédit ne survient. Il n'est pas une indication du rendement futur.</p> <p>Dans le cas d'Obligations portant ou payant des intérêts à un taux autre qu'un taux fixe, il n'est pas possible, en raison de la nature de ces Obligations, de déterminer le rendement à la Date d'Emission.</p> <p><b>Représentant des Obligataires</b></p> <p>Aucun représentant des Obligataires n'a été nommé par l'Emetteur.</p> <p>Dans le cas des Obligations de droit français, les dispositions suivantes s'appliquent à la représentation des Obligataires :</p> <p>(a) si les Conditions Définitives applicables stipulent que la clause « Masse Légale » s'applique, pour toutes les Tranches d'une Souche quelconque, les Obligataires seront automatiquement groupés pour la défense de leurs intérêts communs en une Masse et les dispositions du Code de commerce français relatives à la Masse s'appliqueront ; ou</p> <p>(b) si les Conditions Définitives applicables stipulent que la clause « Masse Contractuelle » s'applique pour toutes les Tranches d'une Souche quelconque, les Obligataires seront automatiquement groupés pour la défense de leurs intérêts communs dans une Masse. La Masse sera régie par les dispositions du Code de commerce français, à l'exception des Articles L.228-48, L. 228-59, L.228-65 II, L.228-71, R.228-63, R.228-67 et R.228-69.</p> <p>Les noms et adresses du Représentant initial de la Masse et son suppléant seront indiqués dans les Conditions Définitives applicables. Le Représentant nommé pour la première Tranche de toute Souche d'Obligations sera le représentant de la Masse unique pour toutes les Tranches de cette Souche.</p> <p>Sur les droits s'attachant aux Obligations, veuillez également vous référer à l'Elément C.8 ci-dessus.</p>
<b>C.10</b>	Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s)	<p>Les paiements d'intérêts sur certaines Tranches d'Obligations pourront être déterminés par référence à la performance d'un ou plusieurs Sous-Jacents de Référence spécifiés.</p> <p>Veuillez également vous référer aux Eléments C.9 ci-dessus et C.15 ci-dessous.</p>
<b>C.11</b>	Admission à la	Les Obligations émises dans le cadre du Programme pourront

Elément	Description de l'Elément	
	Négociation	être admises à la négociation sur Euronext Paris, la Bourse de Luxembourg, EuroMTF Market ou tel autre marché réglementé ou organisé ou tel autre système de négociation spécifié dans les Conditions Définitives applicables, ou pourront être émises sans être admises à la négociation sur un marché réglementé, un marché organisé ou un autre système de négociation.
C.15	Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement	Le montant (éventuel) payable au titre des intérêts et le montant payable ou les actifs livrables lors du remboursement ou du règlement des Obligations sont calculés par référence un ou plusieurs Sous-Jacents de Référence spécifiés dans les Conditions Définitives applicables.
C.16	Maturité des titres dérivés	La Date de Maturité sera spécifiée dans les Conditions Définitives applicables.
C.17	Procédure de Règlement	<p>Les Obligations peuvent être des obligations à règlement en espèces ou à règlement physique.</p> <p>Dans certaines circonstances, l'Emetteur ou l'Obligataire pourra modifier le mode de règlement des Obligations.</p>
C.18	Produits des titres dérivés	<p>Sur les droits s'attachant aux Obligations, voir l'Elément C.8 ci-dessus.</p> <p>L'Elément C.9 ci-dessus donne des informations sur les intérêts payables en relation avec les Obligations.</p> <p><b>Remboursement Final – Obligations</b></p> <p>Chaque Obligation sera remboursée par l'Emetteur à la Date d'Echéance, à moins qu'elle n'ait été préalablement remboursée ou rachetée et annulée :</p> <p>(a) si les Obligations sont des Obligations à Règlement en Espèces, au Montant de Remboursement Final spécifié dans les Conditions Définitives applicables, soit un montant calculé par l'Agent de Calcul égal à la Formule de Paiement Final spécifiée dans les Conditions Définitives applicables ; ou</p> <p>(b) si les Obligations sont des Obligations à Règlement Physique, par la livraison des Droits à Règlement Physique, soit la quantité de l'Actif/des Actifs Concernés spécifiés dans les Conditions Définitives applicables, égale au Montant des Droits à Règlement Physique spécifié dans les Conditions Définitives applicables.</p> <p><b>Formules de Paiements Finaux</b></p> <p><b>Formules de Paiements Finaux SPS</b></p>

Elément	Description de l'Elément	
		<p>Obligations SPS Fixed Percentage</p> <p>Obligations SPS Reverse Convertible</p> <p>Obligations SPS Reverse Convertible Standard</p> <p>Obligations Vanilla Call</p> <p>Obligations Vanilla Call Spread</p> <p>Obligations Vanilla Put</p> <p>Obligations Vanilla Put Spread</p> <p>Obligations Vanilla Digital</p> <p>Obligations Knock-in Vanilla Call</p> <p>Obligations Knock-out Vanilla Call</p> <p>Obligations Asian</p> <p>Obligations Asian Spread</p> <p>Obligations Himalaya</p> <p>Obligations Autocall</p> <p>Obligations Autocall One Touch</p> <p>Obligations Autocall Standard</p> <p>Obligations Certi plus: Booster</p> <p>Obligations Certi plus: Bonus</p> <p>Obligations Certi plus: Leveraged</p> <p>Obligations Certi plus: Twin Win</p> <p>Obligations Certi plus: Super Sprinter</p> <p>Obligations Certi plus: Generic</p> <p>Obligations Certi plus: Generic Knock-in</p> <p>Obligations Ratchet</p> <p>Obligations Sum</p> <p>Obligations Option Max</p> <p><b>Formules de Paiements FI</b></p> <p>Obligations F1 FX Vanilla</p> <p>Obligations FI Digital Floor</p>

Elément	Description de l'Elément	
		Obligations FI Digital Cap Obligations FI Digital Plus
		<p><b>Montant des Droits à Règlement Physique</b></p> <p>Livraison du Sous-Jacent le Moins Performant</p> <p>Livraison du Sous-Jacent le Plus Performant</p> <p>Si les Conditions Définitives applicables stipulent que la clause Arrondi et Soulte s'applique, le Montant du Droit à Règlement Physique sera arrondi à la baisse à l'unité la plus proche de chaque Actif Concerné pouvant être livré et, l'Emetteur paiera, au lieu de celui-ci, un montant égal à l'Arrondi et la Soulte.</p> <p><b>Remboursement Anticipé Automatique</b></p> <p>S'il survient un Cas de Remboursement Anticipé Automatique, tel que spécifié dans les Conditions Définitives applicables, les Obligations seront remboursées par anticipation au Montant de Remboursement Anticipé Automatique à la Date de Remboursement Anticipé Automatique.</p> <p>Le Montant de Remboursement Anticipé Automatique au titre de chaque montant nominal d'Obligations égal au Montant de Calcul sera égal au Montant de Paiement en cas de Remboursement Anticipé Automatique spécifié dans les Conditions Définitives applicables, ou, s'il n'est pas ainsi spécifié, un montant égal au produit obtenu en multipliant (i) le Montant de Calcul par (ii) le Taux AER (Taux de Remboursement Anticipé Automatique) spécifié dans les Conditions Définitives applicables à la Date de Remboursement Anticipé Automatique.</p> <p><b>Formules de Paiement en cas de Remboursement Anticipé Automatique</b></p> <p>Formule de Paiement en cas de Remboursement Anticipé Automatique SPS</p> <p>Remboursement Anticipé Automatique Target</p> <p>Remboursement Anticipé Automatique Sous-Jacent FI</p> <p>Remboursement Anticipé Automatique Coupon FI</p>
C.19	Prix de Référence Final du Sous-Jacent	Si le montant payable au titre des intérêts ou le montant payable ou les actifs livrables lors du remboursement ou du règlement des Obligations est déterminé par référence à un ou

Elément	Description de l'Elément	
		plusieurs Sous-Jacents de Référence, le prix de référence final du Sous-Jacent de Référence sera déterminé conformément au mécanisme d'évaluation indiqué dans l'Elément C.10 et l'Elément C.18 ci-dessus, selon le cas.
<b>C.20</b>	Sous-Jacent de Référence	<p>Un ou plusieurs des sous-jacents suivants : indice, action, <i>global depositary receipt</i> ("<b>GDR</b>"), <i>American depositary receipt</i> ("<b>ADR</b>"), indice d'inflation, matières premières/marchandises, indice sur matières premières/marchandises, part, intérêt ou action d'un fonds, crédit d'une ou plusieurs entités de référence, part d'un fonds indiciel coté en bourse, titre coté en bourse, matières premières/marchandises cotées en bourse ou autres produits cotés en bourse (chacun, un "instrument coté en bourse"), taux de change, taux d'intérêt sous-jacent ou une combinaison de certains de ces sous-jacents, ou tout autre sous-jacent ou base de référence.</p> <p>Le ou les Sous-Jacents de Référence relatifs à une Tranche d'Obligations seront précisées dans les Conditions Définitives applicables. Les Conditions Définitives applicables indiqueront le lieu où des informations relatives au ou aux Sous-Jacents de Référence peuvent être obtenus.</p>

#### Section D – Risques

Elément	Description de l'Elément	
<b>D.2</b>	Principaux risques propres à l'Emetteur	<p>Il existe certains facteurs pouvant affecter la capacité de l'Emetteur à remplir ses engagements en vertu des Obligations émises dans le cadre du Programme.</p> <p>Douze principaux risques sont inhérents aux activités de BNPP :</p> <ol style="list-style-type: none"> <li>1. Risque de Crédit ;</li> <li>2. Risque de Contrepartie ;</li> <li>3. Titrisation ;</li> <li>4. Risque de Marché ;</li> <li>5. Risque Opérationnel ;</li> <li>6. Risque de Non Conformité et de Réputation ;</li> <li>7. Risque de Concentration ;</li> <li>8. Risque de gestion Actif-Passif ;</li> </ol>

Elément	Description de l'Elément	
		<p>9. Risque de Point Mort ;</p> <p>10. Risque de Stratégie ;</p> <p>11. Risque de Liquidité et de Refinancement ;</p> <p>12. Risque d'Assurance.</p> <p>Des conditions macro-économiques et de marché difficiles pourraient dans le futur avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.</p> <p>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter sensiblement BNPP ainsi que l'environnement financier et économique dans lequel elle opère.</p> <p>L'accès au financement de BNPP et les conditions de ce financement pourraient être affectés de manière significative en cas de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de nouvelles dégradations de notation ou d'autres facteurs.</p> <p>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et la situation financière de BNPP.</p> <p>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marché et d'investissement.</p> <p>Les revenus tirés par BNPP des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.</p> <p>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.</p> <p>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.</p> <p>La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.</p> <p>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.</p> <p>Toute interruption ou défaillance des systèmes informatiques de BNPP peut entraîner un manque à gagner et engendrer des pertes.</p>

Elément	Description de l'Elément	
		<p>Des événements externes imprévus peuvent provoquer une interruption des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.</p> <p>BNPP est soumise à une réglementation importante et fluctuante dans les pays et régions où elle exerce ses activités.</p> <p>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus, susceptibles d'occasionner des pertes significatives.</p> <p>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.</p> <p>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions.</p> <p>Une intensification de la concurrence, en particulier en France, premier marché de BNPP, pourrait peser sur les revenus et la rentabilité.</p>
D.3	Principaux risques propres aux Obligations	<p>En complément des risques propres à l'Emetteur (y compris le risque de défaut) qui pourraient affecter la capacité de l'Emetteur à remplir ses obligations en vertu des Obligations, certains facteurs importants permettent d'évaluer les risques de marché liés aux Obligations émises dans le cadre du Programme, y compris le fait que (i) les Obligations sont des obligations non assorties de sûretés, (ii) le marché des Obligations peut être volatile et peut être affecté par plusieurs événements, (iii) un marché secondaire actif peut ne jamais être établi ou être illiquide, ce qui peut affecter la valeur à laquelle un investisseur peut vendre ses Obligations (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement), (iv) les Obligations peuvent être remboursées avant maturité au choix de l'Emetteur ce qui peut limiter leur valeur de marché, (v) les porteurs d'Obligations Subordonnées font généralement face à un risque de performance plus important et un risque de perte plus important en cas d'insolvabilité de l'Emetteur que les porteurs d'Obligations Senior et les futures exigences en matière d'adéquation des fonds propres vont affecter l'émission et les modalités des Obligations Subordonnées, (vi) il existe des risques relatifs aux Obligations libellées en CNY car le CNY n'est actuellement pas librement convertible et il existe des risques relatifs aux Obligations compensées par le biais de CMU, (vii) les Obligations incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Obligations, ces pertes peuvent être supérieures à celles d'un titre similaire qui n'inclut aucun effet de levier, (viii) le cours de négociation des Obligations est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, (pour les</p>



Elément	Description de l'Elément	
		<p>Obligations indexées sur un Sous-Jacent de Référence) le cours du ou des Sous-Jacents de Référence, et la volatilité, et ces facteurs signifient que le cours de négociation des Obligations peut être inférieur au Montant de Remboursement Final ou à la valeur des Droits à Règlement Physique, (ix) dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur conclut des accords de couverture et, en ce qui concerne les Obligations indexées sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Obligations, (x) les Obligations peuvent être soumises à un montant de négociation minimum, en conséquence, si un Obligataire détient, à la suite du transfert d'Obligations quelconques, un montant d'Obligations inférieur au montant de négociation minimum ainsi spécifié, cet Obligataire ne sera pas autorisé à transférer ses Obligations restantes avant l'expiration ou le remboursement, selon le cas, sans acheter préalablement un nombre d'Obligations additionnelles suffisant pour détenir le montant de négociation minimum, (xi) si les Conditions Définitives en disposent ainsi, l'Emetteur peut, discrétionnairement, choisir de modifier le règlement des Obligations, (xii) le règlement peut être différé à la suite de la survenance ou de l'existence d'un Cas de Perturbation du Règlement et, dans ces cas, l'Emetteur peut payer un Prix de Règlement en Espèces à la suite d'un Cas de Perturbation (qui peut être inférieur à la juste valeur de marché des Droits à Règlement Physique) au lieu de livrer les Droits à Règlement Physique, (xiii) la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Obligations ou à un remboursement anticipé, ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à cette date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Obligations, (xiv) les Obligations peuvent être remboursées en cas d'illégalité ou autre impossibilité pratique, et ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Obligations, (xv) les clauses relatives aux assemblées générales des Obligataires permettent à des majorités définies de lier tous les Obligataires, (xvi) toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise ou de la loi française, selon le cas, intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Obligations ainsi affectées, (xvii) une réduction de la notation (éventuelle) accordée aux titres d'emprunt en circulation de</p>

Elément	Description de l'Elément	
		<p>l'Emetteur par une agence de notation de crédit pourrait entraîner une réduction de la valeur de négociation des Obligations, (xviii) certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous).</p> <p>En outre, il existe des risques spécifiques liés aux Obligations qui sont indexées sur un Sous-Jacent de Référence (y compris des Obligations Hybrides), et un investissement dans ces Obligations entraînera des risques significatifs que ne comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Obligations indexées sur un Sous-Jacent de Référence incluent : (i) dans le cas d'Obligations Indexées sur Indice : l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur de la liquidité des Obligations, (ii) dans le cas d'Obligations Indexées sur Action : l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, <i>global depositary receipt</i> ("<b>GDR</b>") ou <i>American depositary receipt</i> ("<b>ADR</b>"), des cas d'ajustement potentiels ou des événements exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Obligations, (iii) dans le cas d'Obligations Indexées sur Matières Premières/Marchandises : l'exposition à une ou plusieurs matières premières/marchandises et/ou à un indice sur matières premières/marchandises, des risques de marchés similaires à ceux d'un investissement direct dans une matière première/marchandise, et des cas de dérèglement du marché et d'ajustement qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Obligations, des retards dans la détermination du niveau final d'un indice sur matières premières/marchandises provoquant des retards de paiement du Montant de Remboursement Final ; (iv) dans le cas d'Obligations Indexées sur ETI (instruments cotés en bourse) : l'exposition à une ou plusieurs parts dans un fonds indiciel coté en bourse, un titre coté en bourse, une matière première/marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "<b>instrument coté en bourse</b>" « <b>ETI</b> »), des risques de marché similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Obligations Indexées sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concernés, des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Obligations ; (v) dans le cas d'Obligations Indexées sur l'Inflation :</p>

Elément	Description de l'Elément	
		<p>l'exposition à un indice d'inflation, un cas de dérèglement du marché ; (vi) dans le cas d'Obligations Indexées sur Fonds : l'exposition à une action ou part de fonds, des risques similaires à ceux d'un investissement direct dans un fonds, le fait que le montant payable sur des Obligations Indexées sur Fonds peut être inférieur au montant payable en cas d'investissement direct dans le ou les Fonds concernés, des événements exceptionnels concernant le fonds qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Obligations ; (vii) dans le cas d'Obligations Indexées sur un Evénement de Crédit : l'exposition au risque de crédit d'une ou plusieurs entités de référence ; (viii) dans le cas d'Obligations à Taux d'Intérêt Indexé sur Sous-Jacent : l'exposition à un intérêt sous-jacent ; (ix) dans le cas d'Obligations Indexées sur Taux de Change : l'exposition à une devise, des risques de marché similaires à ceux d'un investissement direct dans une devise et un cas de dérèglement du marché ; (x) le fait que, sauf stipulation contraire des Conditions Définitives applicables, l'Emetteur ne fournira pas d'informations post-émission sur le Sous-Jacent de Référence.</p> <p>Il existe en outre des risques spécifiques liés à des Obligations indexées sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les obligations négociées sur des marchés émergents ou en voie de développement tendent à être moins liquides et leurs cours plus volatils. Il existe également des risques spécifiques liés aux Obligations Dynamiques, qui sont intrinsèquement plus complexes, ce qui rend leur évaluation difficile en termes de risque à la date d'achat et après.</p> <p>Dans certaines circonstances, les Obligataires peuvent perdre la valeur intégrale de leur investissement.</p> <p>Des risques supplémentaires s'attachant à une émission d'Obligations décrits dans la section « Facteurs de Risque » du Prospectus de Base peuvent être résumés dans le résumé spécifique de l'émission annexé aux Conditions Définitives applicables.</p>
<b>D.6</b>	Avertissement sur les risques	<p>Voir Elément D.3 ci-dessus.</p> <p>En cas d'insolvabilité de l'Emetteur ou si ce dernier est autrement</p>

Elément	Description de l'Elément	
		incapable de rembourser les Obligations ou n'est pas disposé à les rembourser à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Obligations. En outre, dans le cas d'Obligations indexées sur un Sous-Jacent de Référence, les investisseurs peuvent perdre tout ou partie de leur investissement dans les Obligations en conséquence de l'application des modalités des Obligations.

### Section E - Offre

Elément	Description de l'Elément	
<b>E.2b</b>	Raisons de l'offre et utilisation du produit de celle-ci	Les produits nets de l'émission des Obligations seront affectés aux besoins généraux de financement de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options ou des contrats à terme ou d'autres instruments de couverture.
<b>E.3</b>	Modalités et conditions de l'offre	<p>Les Obligations émises en vertu du Programme peuvent être offertes au public dans le cadre d'une Offre Non Exemptée en France, en Belgique, au Luxembourg, au Royaume-Uni, en Italie, en Allemagne, en Espagne, aux Pays-Bas et au Portugal.</p> <p>Les modalités et conditions de chaque offre d'Obligations seront déterminées d'un commun accord entre l'Emetteur et les Agent Placeurs concernés à la date de l'émission et spécifiées dans les Conditions Définitives applicables. Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Obligations dans le cadre d'une Offre Non Exemptée auprès d'un Offreur Autorisé le fera, et les offres et ventes de ces Obligations à un Investisseur par cet Offreur Autorisé se feront conformément aux conditions et autres modalités en place entre cet Offreur Autorisé et l'Investisseur en question, notamment en ce qui concerne le prix, les attributions et les conditions de règlement.</p>

Elément	Description de l'Elément	
E.4	Intérêt de personnes physiques et morales pouvant influencer sur l'émission/l'offre	<p>Les Agents Placeurs concernés peuvent recevoir des commissions en relation avec toute émission d'Obligations dans le cadre du Programme. Ces Agents Placeurs et leurs affiliés peuvent également avoir conclu et pourront conclure à l'avenir des opérations de banque d'investissement et/ou de banque commerciale avec l'Emetteur et ses Affiliés et pourront leur fournir d'autres services dans le cadre de l'exercice de leur activité courante.</p> <p>Différentes entités du Groupe BNPP (y compris l'Emetteur) et leurs Affiliés peuvent assumer différents rôles en relation avec les Obligations, y compris celui d'Emetteur des Obligations, d'Agent de Calcul des Obligations, et d'émetteur, sponsor ou agent de calcul du/des Sous-Jacents de Référence, et peuvent également se livrer à des activités de négociation (y compris des activités de couverture) portant sur le Sous-Jacent de Référence et d'autres instruments ou produits dérivés s'appuyant sur le Sous-Jacent de Référence ou y afférent, qui peuvent générer des conflits d'intérêts potentiels.</p> <p>L'Agent de Calcul peut être un Affilié de l'Emetteur, et des conflits d'intérêts potentiels peuvent exister entre l'Agent de Calcul et les Obligataires.</p> <p>L'Emetteur et ses Affiliés peuvent également émettre d'autres instruments dérivés au titre du Sous-Jacent de Référence et peuvent agir en qualité de membre d'un syndicat de placement d'offres futures d'actions ou autres titres se rapportant à une émission d'Obligations, ou peuvent agir en qualité de conseiller financier de certaines sociétés ou de sociétés dont les actions ou autres titres sont inclus dans un panier, ou en qualité de banque commerciale pour ces sociétés.</p> <p>En ce qui concerne les Obligations Indexées sur des ETI et les Obligations Indexées sur des Fonds, l'Emetteur ou l'un ou plusieurs de ses Affiliés peuvent se livrer de temps à autre à des opérations avec l'ETI ou le Fonds concerné, selon le cas, ou avec des sociétés dans lesquelles un ETI ou un Fonds (selon le cas) investit, et peuvent être rémunérés pour la fourniture de ces services. Ces activités pourraient générer certains conflits d'intérêts.</p>
E.7	Dépenses facturées à l'investisseur par l'Emetteur ou l'offreur	Il n'est pas prévu que l'Emetteur facture des dépenses aux investisseurs en relation avec toute émission d'Obligations dans le cadre du Programme. Toutefois, des dépenses pourront être facturées par d'autres Offreurs Autorisés (tels que définis ci-dessus). Ces dépenses (éventuelles) seront

Élément	Description de l'Élément	
		déterminées au cas par cas.

## PRO FORMA ISSUE SPECIFIC SUMMARY OF THE PROGRAMME (IN FRENCH)

### MODELE DE RÉSUMÉ DU PROGRAMME SPECIFIQUE A L'ÉMISSION EN RELATION AVEC LE PROSPECTUS DE BASE

*Les résumés sont établis sur la base des éléments d'informations (ci-après les "Eléments") présentés dans les sections A à E (A.1 à E.7) ci-dessous. Le présent résumé contient tous les Eléments requis pour ce type d'Obligations et d'Emetteur. Dans la mesure où certains Eléments ne sont pas requis, des écarts dans la numérotation des Eléments présentés peuvent être constatés. Par ailleurs, pour certains des Eléments requis pour ce type d'Obligations et d'Emetteur, il est possible qu'aucune information pertinente ne puisse être fournie au titre de cet Elément. Dans ce cas, une brève description de l'Elément concerné est présentée dans le Résumé et est accompagnée de la mention « Sans objet ».*

#### Section A - Introduction et avertissements

Elément	Description de l'Elément	
A.1	Avertissement général selon lequel le résumé doit être lu comme une introduction et disposition concernant les actions en justice	<p><b>Le présent résumé doit être lu comme une introduction au Prospectus de Base et aux Conditions Définitives applicables.</b></p> <p><b>Toute décision d'investir dans les Obligations concernées doit être fondée sur un examen exhaustif du Prospectus de Base dans son ensemble, y compris tous documents incorporés par référence et les Conditions Définitives applicables.</b></p> <p><b>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives applicables est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre où l'action est intentée, avoir à supporter les frais de traduction de ce Prospectus de Base et des Conditions Définitives applicables avant le début de la procédure judiciaire.</b></p> <p><b>Aucune responsabilité civile ne sera recherchée auprès de l'Emetteur dans cet Etat Membre sur la seule base du présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base et des Conditions Définitives applicables, ou, une fois les dispositions de la Directive 2010/73/UE transposées dans cet Etat Membre, à moins qu'il ne fournisse pas, lu en combinaison avec les autres parties du Prospectus de Base et des Conditions Définitives applicables, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans ces Obligations.</b></p>

Elément	Description de l'Elément	
A.2	Consentement à l'utilisation du Prospectus de Base, période de validité et autres conditions y afférentes	<p>[<i>Consentement</i> : Sous réserve des conditions mentionnées ci-dessous, l'Emetteur consent à l'utilisation du Prospectus de Base pour les besoins de la présentation d'une Offre Non Exemptée d'Obligations par les Offreurs Agents Placeurs[, [<i>noms des intermédiaires financiers spécifiques énumérés dans les Conditions Définitives</i>] [et] [chaque intermédiaire financier dont le nom est publié sur le site Internet de l'Emetteur (<a href="https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx">https://rates-globalmarkets.bnpparibas.com/gm/Public/LegalDocs.aspx</a>) qui est identifié comme un Offreur Autorisé au titre de l'Offre Non Exemptée concernée [ainsi que tout intermédiaire financier qui est habilité à faire de telles offres en vertu de la législation applicable transposant la Directive concernant les marchés d'instruments financiers (Directive 2004/39/CE), à condition que l'intermédiaire financier en question publie sur son site Internet la déclaration suivante (les passages entre crochets devant être complétés par les informations pertinentes) :</p> <p><i>"Nous, [indiquer la dénomination de l'intermédiaire financier], nous référons à [indiquer l'intitulé des Obligations concernées] (les "<b>Obligations</b>") décrites dans les Conditions Définitives en date du [indiquer la date] (les "<b>Conditions Définitives</b>) publiées par BNP Paribas (l'"<b>Emetteur</b>"). Nous acceptons par les présentes l'offre faite par l'Emetteur de consentir à notre utilisation du Prospectus de Base (tel que défini dans les Conditions Définitives) en relation avec l'offre d'Obligations conformément aux Conditions de l'Offreur Autorisé et sous réserve des conditions auxquelles ce consentement est soumis, telles qu'elles sont chacune définies dans le Prospectus de Base, et nous utilisons le Prospectus de Base en conséquence."]</i></p> <p>(chacun étant dénommé : un "<b>Offreur Autorisé</b>").</p> <p><i>Période d'Offre</i> : Le consentement de l'Emetteur visé ci-dessus est donné pour des Offres Non Exemptées d'Obligations pendant [<i>période d'offre de l'émission à spécifier ici</i>] (la "<b>Période d'Offre</b>").</p> <p><i>Conditions du consentement</i> : Les conditions du consentement de l'Emetteur [(outre les conditions visées ci-dessus)] sont telles que ce consentement (a) n'est valable que pendant la Période d'Offre; (b) ne porte que sur l'utilisation du Prospectus de Base pour faire des Offres Non Exemptées de la Tranche d'Obligations concernée dans [<i>préciser chaque Etat Membre concerné dans lequel la Tranche d'Obligations concernée peut être offerte</i>] et (c) [<i>préciser toute autre condition applicable à l'Offre Non-Exemptée de la Tranche concernée, ainsi décrite dans les Conditions Définitives</i>].</p>



Elément	Description de l'Elément	
		<p>UN INVESTISSEUR QUI A L'INTENTION D'ACQUÉRIR OU QUI ACQUIERT DES OBLIGATIONS DANS UNE OFFRE NON EXEMPTÉE AUPRÈS D'UN OFFREUR AUTORISÉ LE FERA, ET LES OFFRES ET VENTES DE CES OBLIGATIONS À UN INVESTISSEUR PAR CET OFFREUR AUTORISÉ SE FERONT CONFORMÉMENT AUX CONDITIONS ET AUTRES MODALITÉS EN PLACE ENTRE CET OFFREUR AUTORISÉ ET L'INVESTISSEUR EN QUESTION, NOTAMMENT EN CE QUI CONCERNE LE PRIX, LES ALLOCATIONS ET LES CONDITIONS DE RÈGLEMENT. L'INVESTISSEUR DEVRA S'ADRESSER À L'OFFREUR AUTORISÉ AU MOMENT DE CETTE OFFRE POUR QU'IL LUI FOURNISSE LES INFORMATIONS EN QUESTION ET L'OFFREUR AUTORISÉ SERA RESPONSABLE DE CES INFORMATIONS.</p>

#### Section B - Emetteur

Elément	Description de l'Elément	
B.1	Raison sociale et nom commercial de l'Emetteur	BNP Paribas (" <b>BNPP</b> " ou la " <b>Banque</b> " ou l'" <b>Emetteur</b> ").
B.2	Domicile/ forme juridique/ législation/ pays de constitution	L'Emetteur a été constitué en France sous la forme d'une société anonyme de droit français et agréée en qualité de banque, dont le siège social est situé 16, boulevard des Italiens – 75009 Paris, France.
B.4b	Information sur les tendances	<p><b>[Conditions Macroéconomiques</b> : l'environnement de marché et macroéconomique a un impact sur les résultats de la Banque. Compte tenu de la nature de son activité, la Banque est particulièrement sensible aux conditions de marché et macroéconomiques en Europe, qui ont connu des perturbations au cours des dernières années.</p> <p>Bien que les conditions économiques globales se soient améliorées au cours de l'année 2012, les prévisions de croissance sont divergentes pour les économies développées pour 2013 et les années à venir. Au sein de la zone Euro, les <i>spreads</i> des états ont diminué en 2012 par rapport à des niveaux historiquement élevés même si une incertitude persiste sur la solvabilité de certains états et sur la proportion dans laquelle les états membres de l'UE souhaitent accorder des financements complémentaires.</p> <p><b>Législation et Réglementations Applicables aux Institutions Financières</b> : la législation et les réglementations applicables aux institutions financières ont un impact sur la Banque qui connaissent une évolution significative dans le sillage de la crise financière globale.</p>

Elément	Description de l'Elément		
		Les nouvelles mesures qui ont été proposées et adoptées comprennent des exigences plus strictes en matière de capital et de liquidité, des taxes sur les transactions financières, des restrictions et des taxes sur la rémunération des salariés, des limitations aux activités bancaires commerciales, des restrictions sur les types de produits financiers, des exigences accrues en matière de contrôle interne et de transparence, des règles de conduites des affaires plus strictes, un <i>clearing</i> et un <i>reporting</i> obligatoires des opérations sur instruments dérivés, des obligations de limiter les risques relatifs aux dérivés OTC et la création de nouvelles autorités réglementaires renforcées. Les nouvelles mesures adoptées ou en projet qui ont ou sont susceptibles d'avoir un impact sur la Banque comprennent les cadres prudentiels Bâle 3 et CRD4, les obligations corrélatives annoncées par l'EBA, la désignation de la Banque en tant qu'institution financière d'importance systémique par le FSB, la loi bancaire française, la proposition européenne Liikanen et la proposition de la Réserve Fédérale pour la réglementation des banques étrangères.]	
<b>B.5</b>	Description du Groupe	BNPP est un leader européen des services bancaires et financiers et possède quatre marchés domestiques de banque de détail en Europe: la Belgique, la France, l'Italie et le Luxembourg. Il est présent dans 78 pays et compte près de 190.000 collaborateurs, dont plus de 145.000 en Europe. BNPP est la société mère du Groupe BNP Paribas (le " <b>Groupe BNPP</b> ").	
<b>B.9</b>	Prévision ou estimation du bénéfice	[Sans objet, l'Emetteur n'a réalisé aucune prévision ou estimation du bénéfice.]	
<b>B.10</b>	Réserves contenues dans le rapport d'audit	[Sans objet, il n'existe aucune réserve dans le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base.] [[Le rapport d'audit sur les informations financières historiques contenues dans le Prospectus de Base contient la/les réserve(s) suivante(s) : <i>[décrire la/les réserve(s)].</i> ]]	
<b>B.12</b>	Informations financières historiques clés sélectionnées :		
	<b>En millions d'EUR</b>		
		31/12/2011	31/12/2012
	Produit Net Bancaire	42.384	39.072
	Coût du Risque	(6.797)	(3.941)
	Résultat Net, part du Groupe	6.050	6.553
	Ratio Common Equity Tier 1 (Bâle 2.5)	9,6%	11,8%
	Ratio Tier 1	11,6%	13,6%
	Total du bilan consolidé	1.965.283	1.907.290
	Total des prêts et créances sur la	665.834	630.520

Elément	Description de l'Elément		
	clientèle		
	Total des dettes envers la clientèle	546.284	539.513
	Capitaux Propres (part du Groupe)	75.370	85.886]
	<p><b>Déclarations relatives à l'absence de changement significatif ou de changement défavorable significatif</b></p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale du Groupe BNPP depuis [préciser la date], et il ne s'est produit aucun changement défavorable significatif dans les perspectives de BNPP ou du Groupe BNPP depuis [préciser la date].</p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de l'Emetteur depuis [préciser la date], et il ne s'est produit aucun changement défavorable significatif dans les perspectives de l'Emetteur depuis le [préciser la date].</p>		
<b>B.13</b>	Evénements impactant la solvabilité de l'Emetteur	[Sans objet, à la connaissance de l'Emetteur, il ne s'est produit aucun événement récent qui présente un intérêt significatif pour l'évaluation de sa solvabilité depuis le 31 décembre 2012.] [préciser tout événement récent significatif pertinent pour l'évaluation de la solvabilité de l'Emetteur]	
<b>B.14</b>	Dépendance d'autres entités du groupe	<p>Sous réserve du paragraphe suivant, l'Emetteur n'est pas dépendant des autres membres du Groupe BNPP.</p> <p>En avril 2004, BNPP a commencé l'externalisation des Services de Gestion des Infrastructures Informatiques (<i>IT Infrastructure Management</i>) vers "BNP Paribas Partners for Innovation" (BP<sup>2</sup>I), une joint-venture créée avec IBM France fin 2003. BP<sup>2</sup>I fournit des Services de Gestion des Infrastructures Informatiques pour BNPP et plusieurs filiales de BNPP en France, en Suisse et en Italie. Mi-décembre 2011, BNPP a renouvelé son accord avec IBM France pour une période allant jusqu'à fin 2017. Fin 2012, les parties ont conclu un accord visant à étendre progressivement ce dispositif à BNP Paribas Fortis à partir de 2013. BP<sup>2</sup>I est détenu à 50% par BNPP et à 50% par IBM France ; IBM France est responsable des opérations quotidiennes, avec un fort engagement de BNP Paribas en tant qu'actionnaire significatif.</p> <p>[Voir également l'Elément B.5 ci-dessus.]</p>	
<b>B.15</b>	Principales activités	<p>BNP Paribas détient des positions clés dans ses trois domaines d'activité:</p> <ul style="list-style-type: none"> <li>• l'activité de Banque de Détail, qui regroupe : <ul style="list-style-type: none"> <li>• un ensemble de Marchés Domestiques, comprenant : <ul style="list-style-type: none"> <li>• la Banque de Détail en France (BDDF),</li> <li>• <i>BNL Banca Commerciale</i> (BNL bc), la banque de détail en Italie,</li> <li>• BRB, la banque de détail en Belgique,</li> </ul> </li> </ul> </li> </ul>	

Elément	Description de l'Elément	
		<ul style="list-style-type: none"> <li>• d'autres activités sur des Marchés Domestiques, y compris LRB, la banque de détail au Luxembourg ;</li> <li>• une activité <i>International Retail Banking</i>, comprenant : <ul style="list-style-type: none"> <li>• la région Europe-Méditerranée,</li> <li>• BancWest;</li> </ul> </li> <li>• une activité <i>Personal Finance</i>;</li> <li>• le pôle <i>Investment Solutions</i>;</li> <li>• le pôle Banque de Financement et d'Investissement (<i>Corporate and Investment Banking</i> (CIB)).</li> </ul>
<b>B.16</b>	Actionnaires de contrôle	Aucun des actionnaires existants ne contrôle l'Emetteur, que ce soit directement ou indirectement. Les principaux actionnaires sont la Société Fédérale de Participations et d'Investissement (SFPI), société anonyme d'intérêt public agissant pour le compte du gouvernement belge, qui détient 10,3% du capital social au 31 décembre 2012 ; AXA, qui détient 5,3% du capital social au 31 décembre 2012 et le Grand-Duché de Luxembourg, qui détient 1,0% du capital social au 31 décembre 2012. A la connaissance de BNPP, aucun actionnaire autre que SFPI ou AXA ne détient plus de 5% de son capital ou de ses droits de vote.
<b>B.17</b>	Notations de crédit sollicitées	<p>Les titres d'emprunt à long terme de BNPP sont notés [A+ avec une perspective négative (Standard &amp; Poor's Credit Market Services France SAS)], [A2 avec une perspective stable (Moody's Investors Service Ltd.)] et [A+ avec une perspective stable (Fitch France S.A.S.)]. [Les Obligations [[n']ont [pas] été / devraient être ] notées [●] par [●].</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention des titres concernés et peut être suspendue, réduite ou révoquée à tout moment par l'agence de notation qui l'a attribuée.]</p> <p>[Sans objet – Aucune notation n'a été attribuée à l'Emetteur ou à ses titres de dette à la demande ou avec la coopération de l'Emetteur dans le processus de notation.]</p>

### Section C – Valeurs Mobilières

Elément	Description de l'Elément	
<b>C.1</b>	Nature et catégorie des valeurs mobilières/ numéro d'identification (code ISIN)	<p>Souche</p> <p>Les Obligations sont émises en Souches. Le Numéro de Souche des Obligations est [●]. Le numéro de Tranche est [●].</p> <p>Le code ISIN est : [●].</p> <p>Le Code Commun est : [●].</p>

Elément	Description de l'Elément	
		Les Obligations sont des [Obligations à Règlement en Espèces/ Obligations à Règlement Physique].
C.2	Devise	La devise de cette Souche d'Obligations est ([●]).
C.5	Restrictions à la libre négociabilité	Les Obligations seront librement négociables, sous réserve des restrictions d'offre et de vente prévues au paragraphe <i>Souscription et Vente</i> , et par la Directive Prospectus et les lois de toute juridiction dans laquelle les Obligations concernées sont offertes ou vendues.
C.8	Droits s'attachant aux Obligations	<p>Les Obligations émises dans le cadre du Programme seront soumises à des modalités concernant, entre autres, les questions suivantes :</p> <p><b><i>Rang de Créance des Obligations et Subordination</i></b></p> <p>.</p> <p>Les Obligations sont des Obligations [Senior][Subordonnées].</p> <p>[Les Obligations Senior constituent des obligations directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur et viennent et viendront au même rang entre elles et <i>pari passu</i> au moins avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et non subordonnées de l'Emetteur (sous réserve des exceptions relatives aux dettes privilégiées en vertu de la loi).]</p> <p>[Les Obligations Subordonnées sont des Obligations [Subordonnées à Durée Déterminée][Subordonnées à Durée Indéterminée] :</p> <p>[Les Obligations Subordonnées à Durée Déterminée constitueront des obligations directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP et viennent et viendront au même rang entre elles et <i>pari passu</i> avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP, présentes et futures, et seront assorties d'une date d'échéance fixe. Sous réserve de la loi applicable, en cas de liquidation volontaire de BNPP, de procédure d'insolvabilité ou de toute autre procédure similaire affectant BNPP, les droits des Obligataires et (si les Conditions Définitives applicables le spécifient) des Titulaires de Coupons, au paiement en vertu des Obligations Subordonnées à Durée Déterminée et (s'il y a lieu) des Coupons y afférents seront subordonnés au paiement intégral des créanciers non</p>

Elément	Description de l'Elément	
		<p>subordonnés (y compris les déposants) de BNPP et, sous réserve de ce paiement intégral, ces Obligataires et (si les Conditions Définitives applicables le spécifient) ces Titulaires de Coupons seront payés en priorité par rapport aux prêts participatifs consentis à BNPP et aux titres participatifs émis par BNPP. Les Coupons ne seront pas subordonnés (sauf stipulation contraire des Conditions Définitives applicables).]</p> <p>[Les Obligations Subordonnées à Durée Indéterminée constitueront des obligations directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP et viennent et viendront au même rang entre elles et <i>pari passu</i> avec toutes les autres dettes directes, inconditionnelles, non assorties de sûretés et subordonnées de BNPP, présentes et futures, et ne seront pas assorties d'une date d'échéance fixe. Le paiement des intérêts au titre des Obligations Subordonnées à Durée Indéterminée pourra être différé conformément aux dispositions de la Modalité 3(g) des Modalités des Obligations de droit anglais et de la Modalité 3(f) des Modalités des Obligations de droit français, le cas échéant. Sous réserve de la loi applicable, en cas de liquidation volontaire de BNPP, de procédure d'insolvabilité ou de toute autre procédure similaire affectant BNPP, les droits des Obligataires et des Titulaires de Coupons seront subordonnés au paiement intégral des créanciers non subordonnés (y compris les déposants) de BNPP et, sous réserve de ce paiement intégral, ces Obligataires et ces Titulaires de Coupons seront payés en priorité par rapport aux prêts participatifs consentis à BNPP et aux titres participatifs émis par BNPP.</p> <p>Les produits d'émissions d'Obligations Subordonnées à Durée Indéterminée peuvent être utilisés afin de compenser des pertes de BNPP, et de lui permettre ensuite de poursuivre ses activités conformément à la réglementation bancaire française. Les produits de ces émissions seront classés parmi les fonds propres de BNPP conformément à l'Article 4(c) du Règlement No. 90-02 du Comité de la réglementation bancaire et financière. Cette disposition n'affecte en rien toute loi française applicable aux principes comptables en matière d'affectation des pertes ni les devoirs des actionnaires, et n'affecte en rien les droits des Obligataires et des Titulaires de Coupons de recevoir les paiements en principal et intérêts qui leur sont dus en vertu des Obligations Subordonnées à Durée Indéterminée et des Coupons, conformément aux modalités des Obligations concernées.]]</p>
		<b>Maintien de l'Emprunt à son Rang</b>

Elément	Description de l'Elément	
		Les modalités des Obligations ne contiendront aucune clause de maintien de l'emprunt à son rang.
		<p><b>Cas de Défaut</b></p> <p>[Les modalités des Obligations Senior prévoiront des cas de défaut, y compris le défaut de paiement, le défaut d'exécution ou le non-respect des obligations de l'Emetteur en vertu des Obligations et l'insolvabilité ou la liquidation de l'Emetteur.]</p> <p>[Les modalités des Obligations Subordonnées prévoiront un cas de défaut si l'Emetteur fait l'objet d'une décision de liquidation judiciaire ou adopte une résolution effective décidant de procéder à sa liquidation amiable.]</p>
		<p><b>Assemblées Générales</b></p> <p>Les modalités des Obligations contiendront des dispositions relatives à la convocation d'assemblées générales des Obligataires, afin d'examiner des questions affectant leurs intérêts en général. Ces dispositions permettront à des majorités définies de lier tous les obligataires, y compris ceux qui n'ont pas assisté et voté à l'assemblée concernée et ceux qui ont voté d'une manière contraire à celle de la majorité.</p> <p>[Dans le cas d'Obligations de droit français, et pour toutes les Tranches d'une Souche : les Obligataires seront automatiquement regroupés en une masse (la "<b>Masse</b>") pour la défense de leurs intérêts communs.</p> <p>La Masse agira en partie par l'intermédiaire d'un représentant (le "<b>Représentant</b>") et en partie par l'intermédiaire d'une assemblée générale des Obligataires ("<b>Assemblée Générale</b>").]</p>
		<p><b>Fiscalité</b></p> <p>Tous les paiements relatifs aux Obligations seront effectués libres de toute retenue à la source ou de tout prélèvement libératoire au titre de tous impôts et taxes imposés par la France, toute subdivision politique de celle-ci ou toute autre autorité française ayant pouvoir de prélever l'impôt, ou imposés par toute autre juridiction ou par toute subdivision politique de celle-ci ou toute autre autorité de cette juridiction ayant pouvoir de prélever l'impôt, à laquelle BNPP serait soumise au titre des Obligations, sauf si cette retenue à la source ou ce prélèvement libératoire est exigé(e) par la loi. Si une telle retenue à la source ou un tel prélèvement libératoire est effectué, l'Emetteur sera tenu, excepté dans certaines circonstances limitées, de payer des montants additionnels pour couvrir les montants ainsi déduits.</p>

Elément	Description de l'Elément	
		<p>Les paiements seront soumis dans tous les cas (i) aux lois et réglementations fiscales ou autres qui leur sont applicables dans le lieu de paiement, mais sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations de droit anglais ou de la Modalité 6 des Modalités des Obligations de droit français, le cas échéant, (ii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu d'un accord de la nature décrite à la Section 1471(b) de l'U.S. Internal Revenue Code (Code Général des Impôts des Etats-Unis) de 1986 (le "<b>Code</b>"), ou qui est autrement imposé en vertu des Sections 1471 à 1474 du Code, de toutes réglementations ou conventions prises pour leur application, de toutes leurs interprétations officielles ou (sans préjudice des dispositions de la Modalité 6 des Modalités des Obligations de droit anglais ou de la Modalité 6 des Modalités des Obligations de droit français, le cas échéant) de toute loi prise pour appliquer une approche intergouvernementale de celles-ci, et (iii) à toute retenue à la source ou tout prélèvement libératoire devant être effectué en vertu de la Section 871(m) du Code.</p>
		<p><b>Loi applicable</b></p> <p>[Sous réserve de dispositions ci-dessous] [Cette Souche d'Obligations est soumise au droit [Anglais/Français]. [La Modalité 2(b) des Modalités des Obligations de droit anglais est soumise au droit Français.]</p>
C.9	Intérêts/ Remboursement	<p><b>[Intérêts]</b></p> <p>[Insérer en cas d'Obligations ne portant pas intérêt : Les Obligations ne portent ou ne paient pas d'intérêts.] [Insérer en cas d'Obligations vendues en-dessous de leur montant nominal : et seront offertes et vendues en-dessous de leur montant nominal.]</p> <p>[Les Obligations [portent/paient] intérêt [à compter de leur date d'émission/à compter de [●]] au taux fixe de [●] % par an. [Le rendement des Obligations est de [●] %.] [Les intérêts seront payés [annuellement] [à terme échu] le [●] chaque année. Le premier paiement d'intérêts interviendra le [●].]</p> <p>[Les Obligations [portent/paient] intérêt [à compter de leur date d'émission/à compter de [●]] à taux variable calculé par référence à [préciser le taux de référence pour les Obligations à émettre] [plus/moins] une marge de [●] %. [Les intérêts seront payés [trimestriellement/ semestriellement /annuellement] [à terme échu] le [●] chaque année. Le premier paiement</p>



Elément	Description de l'Elément	
		<p>d'intérêts interviendra le [●].]</p> <p>[Les Obligations [portent/paient] intérêt [à compter de leur date d'émission/à compter de [●]] au [taux structuré calculé par référence à [insérer le sous-jacent] (le(s) "<b>Sous-Jacent(s) de Référence</b>")]. [Les intérêts seront payés [trimestriellement/semestriellement /annuellement] [à terme échu] le [●] chaque année. Le premier paiement d'intérêts interviendra le [●].]</p> <p>Le taux d'intérêt est calculé comme défini ci-dessous :</p> <p>[SPS Coupon Fixe]</p> <p>[Coupon Digital]</p> <p>[Coupon Snowball Digital]</p> <p>[Coupon Accrual Digital]</p> <p>[Coupon Stellar]</p> <p>[Coupon Cappuccino]</p> <p>[Coupon Ratchet]</p> <p>[Coupon Driver]</p> <p>[Coupon Sum]</p> <p>[Coupon Option Max]</p> <p>[Coupon FI Digital]</p> <p>[Coupon Range Accrual]</p> <p>[Coupon Combination Floater]</p> <p>[Coupon PRDC]</p> <p>[Coupon FI Digital Floor]</p> <p>[Coupon FI Digital Cap]</p> <p>[Coupon FI Target]</p> <p><i>[Insérer si le Changement du Coupon est applicable : Si [l'Emetteur, discrétionnairement, choisit de modifier la base d'intérêt][un Cas de Changement Automatique du Coupon intervient], la base d'intérêt des Obligations sera modifiée et à compter du [●] (la "<b>Date de Changement du Coupon</b>") les Obligations porteront intérêt au [préciser le taux].</i></p>

Elément	Description de l'Elément	
		<p>"Cas de Changement Automatique du Coupon" désigne [préciser].]</p> <p><b>Remboursement</b></p> <p>A moins qu'elles n'aient fait l'objet d'un remboursement, d'un rachat puis d'une annulation, chaque Obligation sera remboursée le [●][[au pair]/[à hauteur de [●] % de son montant nominal]][comme défini à l'Elément C. 18].</p> <p>[Insérer si le Changement de la Formule de Paiement est applicable : Si [l'Emetteur, discrétionnairement, choisit de modifier la [base de remboursement/de paiement] [la Formule de Paiement [Final]][un Cas de Changement Automatique de la Formule de Paiement intervient], la [Base de remboursement/paiement][la Formule de Paiement [Final]] des Obligations sera porté[e], à compter du [●] (la "<b>Date de Changement de la Formule de Paiement</b>"), à [préciser le nouveau paiement].</p> <p>"Cas de Changement Automatique de Formule de Paiement" désigne [préciser].]</p> <p>[Les Obligations peuvent être remboursées par anticipation pour des [raisons fiscales] [ou] [préciser une autre option de remboursement anticipé applicable aux Obligations émises] à hauteur de [préciser le montant de remboursement anticipé et tous montants de remboursement maximum ou minimum, applicables aux Obligations émises].]</p> <p>[Les Obligations peuvent être remboursées par anticipation pour des raisons fiscales, pour le Montant de Remboursement Anticipé calculé conformément aux Modalités, [[ou] à l'option de l'Emetteur [ou] à l'option des Obligataires], pour le Montant de Remboursement Optionnel spécifié dans les Conditions Définitives applicables]. [Les Obligations peuvent également être remboursées par anticipation pour [préciser tout autre option de remboursement anticipé applicable aux Obligations émises] à [préciser le montant de remboursement anticipé et tous montants de remboursement maximums ou minimums, applicables aux Obligations émises].]</p> <p><b>Représentant des Obligataires</b></p> <p>[Aucun représentant des Obligataires n'a été nommé par l'Emetteur.]</p>

Elément	Description de l'Elément	
		<p>[Dans le cas des Obligations de droit français : concernant la représentation des Obligataires :</p> <p>[Si les Conditions Définitives applicables stipulent que la clause « Masse Légale » s'applique, et pour toutes les Tranches d'une Souche quelconque : les Obligataires seront automatiquement groupés pour la défense de leurs intérêts communs dans une Masse et les dispositions du Code de commerce français relatives à la Masse s'appliqueront.]</p> <p>[Si les Conditions Définitives applicables stipulent que la clause « Masse Contractuelle » s'applique, et pour toutes les Tranches d'une Souche quelconque : les Obligataires seront automatiquement groupés pour la défense de leurs intérêts communs dans une Masse. La Masse sera régie par les dispositions du Code de commerce français, à l'exception des Articles L.228-48, L. 228-59, L.228-65 II, L.228-71, R.228-63, R.228-57 et R.228-69.</p> <p>Les noms et adresses du Représentant initial de la Masse et son suppléant sont [●]. Le Représentant nommé pour la première Tranche de toute Souche d'Obligations sera le représentant de la Masse unique pour toutes les Tranches de cette Souche.]</p> <p>Concernant les droits attachés aux Obligations, veuillez également vous référer à l'Elément C.8 ci-dessus.</p>
<b>C.10</b>	Paiement des intérêts liés à un ou plusieurs instrument(s) dérivé(s)	<p>[Sans objet] [Les paiements d'intérêts des Obligations seront déterminés par référence à la performance du (des) Sous-Jacent(s) de Référence.</p> <p>Veuillez également vous référer aux Eléments C.9 ci-dessus et C.16 ci-dessous.</p>
<b>C.11</b>	Admission à la Négociation	<p>[Une demande d'admission des Obligations aux négociations sur [Euronext Paris]/[la Bourse du Luxembourg]/[●] [a été][doit être] faite par l'Emetteur (ou pour son compte).]</p> <p>[Les Obligations ne seront pas admises aux négociations sur un quelconque marché.]</p>
<b>C.15</b>	Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement	<p>Le[s] [<i>si les Obligations paient des intérêts, insérer</i> : montant à payer au titre des [intérêts] et] [montant à payer][actifs livrables] en [remboursement][règlement] [est/sont] calculé[s] par référence [au]/[aux] Sous-Jacent[s] de Référence.</p> <p>Voir les Eléments C. 9 ci-dessus et C. 18 ci-dessous.</p>

Elément	Description de l'Elément	
C.16	Echéance	La Date de Maturité des Obligations est [●].
C.17	Procédure de Règlement	<p>Cette Souche d'Obligations est remboursée [par livraison physique][en numéraire].</p> <p>L'Emetteur [dispose/ne dispose pas] d'une option pour modifier les modalités de règlement. [Les Porteurs d'Obligations peuvent choisir des modalités de règlement par livraison physique ou par paiement en numéraire.]</p>
C.18	Produits des titres dérivés	<p>Sur les droits s'attachant aux Obligations, voir l'Elément C.8 ci-dessus.</p> <p>[Voir l'Elément C.9 ci-dessus pour toute information sur les intérêts.]</p> <p><b>Remboursement Final</b></p> <p>A moins qu'elle n'ait été préalablement remboursée, rachetée et annulée, chaque Obligation sera remboursée par l'Emetteur à la Date de Maturité [Insérer en cas de règlement en numéraire des Obligations : [au prix de [●]]/[ à hauteur du Montant de Remboursement Final égal à [●]]][Insérer en cas de règlement des Obligations par livraison physique : par livraison des Montants des Droits à Règlement Physique, étant la quantité de [préciser les actifs pertinents] (les "Actifs Pertinents") égale à [●].]</p> <p><b>Formules de Paiements Finaux</b></p> <p><b>Formules de Paiements Finaux SPS</b></p> <p>[Obligations SPS Fixed Percentage]</p> <p>[Obligations SPS Reverse Convertible]</p> <p>[Obligations SPS Reverse Convertible Standard]</p> <p>[Obligations Vanilla Call]</p> <p>[Obligations Vanilla Call Spread]</p> <p>[Obligations Vanilla Put]</p> <p>[Obligations Vanilla Put Spread]</p> <p>[Obligations Vanilla Digital]</p> <p>[Obligations Knock-in Vanilla Call]</p> <p>[Obligations Knock-out Vanilla Call]</p>

Elément	Description de l'Elément	
		<p>[Obligations Asian]</p> <p>[Obligations Asian Spread]</p> <p>[Obligations Himalaya]</p> <p>[Obligations Autocall]</p> <p>[Obligations Autocall Standard]</p> <p>[Obligations Autocall One Touch]</p> <p>[Obligations Certi plus: Booster]</p> <p>[Obligations Certi plus: Bonus]</p> <p>[Obligations Certi plus: Leveraged]</p> <p>[Obligations Certi plus: Twin Win]</p> <p>[Obligations Certi plus: Super Sprinter]</p> <p>[Obligations Certi plus: Generic]</p> <p>[Obligations Certi plus: Generic Knock-in]</p> <p>[Obligations Ratchet]</p> <p>[Obligations Sum]</p> <p>[Obligations Option Max]</p> <p><b>Formules de Paiements FI</b></p> <p>[Obligations F1 FX Vanilla]</p> <p>[Obligations FI Digital Floor]</p> <p>[Obligations FI Digital Cap]</p> <p>[Obligations FI Digital Plus]</p> <p><b>Montant des Droits à Règlement Physique</b></p> <p>[Livraison du Sous-Jacent le Moins Performant]</p> <p>[Livraison du Sous-Jacent le Plus Performant]</p> <p>[Arrondi et Montant Résiduel]</p>
		<p>Le Montant du Droit à Règlement Physique sera arrondi à la baisse à l'unité la plus proche de chaque Actif Concerné pouvant être livré et, l'Emetteur paiera, au lieu de celui-ci, un montant égal à l'Arrondi et la Montant Résiduel.]</p> <p><b>Remboursement Anticipé Automatique</b></p>

Elément	Description de l'Elément	
		<p>S'il survient, une quelconque [Date d'Evaluation du Remboursement Anticipé Automatique], un [Cas de Remboursement Anticipé Automatique], les Obligations seront remboursées par anticipation pour [le Montant de Remboursement Anticipé Automatique] à la [Date de Remboursement Anticipé Automatique].</p> <p>Le Montant de Remboursement Anticipé Automatique au titre de chaque montant nominal d'Obligations est [égal au produit obtenu en multipliant le Montant de Calcul par [●] (le "<b>Taux AER</b>")]/[un montant égal à : ]].</p> <p><b>Formules de Paiement en cas de Remboursement Anticipé Automatique</b></p> <p>[Formule de Paiement en cas de Remboursement Anticipé Automatique SPS]</p> <p>[Remboursement Anticipé Automatique Target]</p> <p>[Remboursement Anticipé Automatique Sous-Jacent FI]</p> <p>[Remboursement Anticipé Automatique Coupon FI]</p> <p>[[<b>"Cas de Remboursement Anticipé Automatique"</b>]/[<b>"Cas d'Expiration Anticipée Automatique"</b>]] désigne le fait que le [insérer en cas de Sous-Jacent unique : Niveau du Sous-Jacent de Référence] [insérer en cas de Panier de Sous-Jacents de Référence : Prix du Panier] est [supérieur à][supérieur ou égal à][inférieur à][inférieur ou égal à][insérer Niveau].</p> <p>[[<b>"Date d'Evaluation du Remboursement Anticipé Automatique"</b>]/[<b>"Date d'Evaluation de l'Expiration Anticipée Automatique"</b>]] désigne [●], sous réserve d'ajustements.]</p> <p>[[<b>"Date de Remboursement Anticipé Automatique"</b>]/[<b>"Date d'Expiration Anticipée Automatique"</b>]] désigne [●], sous réserve d'ajustements.]</p>
<b>C.19</b>	Prix de Référence Final du Sous-Jacent	[Sans objet, il n'y a pas de prix de référence final du Sous-Jacent.] [Le prix de référence final du Sous-Jacent sera déterminé conformément au mécanisme d'évaluation décrit à [l'Elément C. 9] [et] [Elément C. 18] ci-dessus.]
<b>C.20</b>	Sous-Jacent de Référence	[Sans objet, il n'y a aucun sous-jacent]. [Le Sous-Jacent de Référence est spécifié dans l'Elément C. 9]

Elément	Description de l'Elément	
		ci-dessus. Des informations relatives au Sous-Jacent de Référence peuvent être obtenues auprès de [●].]

### Section D – Risques

Elément	Description de l'Elément	
D.2	Principaux risques propres à l'Emetteur	<p>[Il existe certains facteurs pouvant affecter la capacité de l'Emetteur à remplir ses engagements en vertu des Obligations émises dans le cadre du Programme].</p> <p>Douze principaux risques sont inhérents aux activités de BNPP :</p> <ol style="list-style-type: none"> <li>1. Risque de Crédit ;</li> <li>2. Risque de Contrepartie ;</li> <li>3. Titrisation ;</li> <li>4. Risque de Marché ;</li> <li>5. Risque Opérationnel ;</li> <li>6. Risque de Non Conformité et de Réputation ;</li> <li>7. Risque de Concentration ;</li> <li>8. Risque de gestion Actif-Passif ;</li> <li>9. Risque de Point Mort ;</li> <li>10. Risque de Stratégie ;</li> <li>11. Risque de Liquidité et de Refinancement ;</li> <li>12. Risque d'Assurance.</li> </ol> <p>Des conditions macro-économiques et de marché difficiles pourraient dans le futur avoir un effet défavorable significatif sur les conditions dans lesquelles évoluent les établissements financiers et en conséquence sur la situation financière, les résultats et le coût du risque de BNPP.</p> <p>Des mesures législatives et réglementaires prises en réponse à la crise financière mondiale pourraient affecter sensiblement BNPP ainsi que l'environnement financier et économique dans lequel elle opère.</p> <p>L'accès au financement de BNPP et les conditions de ce financement pourraient être affectés de manière significative en cas</p>

Elément	Description de l'Elément	
		<p>de résurgence de la crise de la dette souveraine, de détérioration des conditions économiques, de nouvelles dégradations de notation ou d'autres facteurs.</p> <p>Toute augmentation substantielle des provisions ou tout engagement insuffisamment provisionné peut peser sur les résultats et la situation financière de BNPP.</p> <p>Les fluctuations de marché et la volatilité exposent BNPP au risque de pertes substantielles dans le cadre de ses activités de marché et d'investissement.</p> <p>Les revenus tirés par BNPP des activités de courtage et des activités générant des commissions sont potentiellement vulnérables à une baisse des marchés.</p> <p>Une baisse prolongée des marchés peut réduire la liquidité et rendre plus difficile la cession d'actifs. Une telle situation pourrait engendrer des pertes significatives.</p> <p>Toute variation significative des taux d'intérêt est susceptible de peser sur les revenus ou la rentabilité de BNPP.</p> <p>La solidité financière et le comportement des autres institutions financières et acteurs du marché pourraient avoir un effet défavorable sur BNPP.</p> <p>Tout préjudice porté à la réputation de BNPP pourrait nuire à sa compétitivité.</p> <p>Toute interruption ou défaillance des systèmes informatiques de BNPP peut entraîner un manque à gagner et engendrer des pertes.</p> <p>Des événements externes imprévus peuvent provoquer une interruption des activités de BNPP et entraîner des pertes substantielles ainsi que des coûts supplémentaires.</p> <p>BNPP est soumise à une réglementation importante et fluctuante dans les pays et régions où elle exerce ses activités.</p> <p>Malgré les politiques, procédures et méthodes de gestion du risque mises en œuvre, BNPP peut être exposé à des risques non identifiés ou imprévus susceptibles d'occasionner des pertes significatives.</p> <p>Les stratégies de couverture mises en place par BNPP n'écartent pas tout risque de perte.</p> <p>BNPP pourrait connaître des difficultés relatives à l'intégration des sociétés acquises et pourrait ne pas réaliser les bénéfices attendus de ses acquisitions.</p> <p>Une intensification de la concurrence, en particulier en France, premier marché de BNPP, pourrait peser sur les revenus et la rentabilité.</p>



Elément	Description de l'Elément	
D.3	Principaux risques propres aux Obligations	<p>En complément des risques propres à l'Emetteur (y compris le risque de défaut) qui pourraient affecter la capacité de l'Emetteur à remplir ses obligations en vertu des Obligations, certains facteurs importants permettent d'évaluer les risques de marché liés aux Obligations émises dans le cadre du Programme, y compris le fait que [les Obligations sont des obligations non assorties de sûretés],[le marché des Obligations peut être volatile et peut être affecté par plusieurs événements],[un marché secondaire actif peut ne jamais être établi ou être illiquide, ce qui peut affecter la valeur à laquelle un investisseur peut vendre ses Obligations (les investisseurs pourraient subir une perte partielle ou totale du montant de leur investissement)],[les Obligations peuvent être remboursées avant maturité au choix de l'Emetteur ce qui peut limiter leur valeur de marché],[les porteurs d'Obligations Subordonnées font généralement face à un risque de performance plus important et un risque de perte plus important en cas d'insolvabilité de l'Emetteur que les porteurs d'Obligations Senior et les futures exigences en matière d'adéquation des fonds propres vont affecter l'émission et les modalités des Obligations Subordonnées],[il existe des risques relatifs aux Obligations libellées en CNY car le CNY n'est actuellement pas librement convertible et il existe des risques relatifs aux Obligations compensées par le biais de CMU],[les Obligations incluant un effet de levier impliquent un niveau de risque plus élevé et, en cas de pertes sur ces Obligations, ces pertes peuvent être supérieures à celles d'un titre similaire qui n'inclut aucun effet de levier]; [le cours de négociation des Obligations est affecté par plusieurs facteurs, y compris, mais sans caractère limitatif, le cours du ou des Sous-Jacent(s) de Référence, la durée restant à courir jusqu'à l'expiration ou jusqu'au remboursement et la volatilité, et ces facteurs signifient que le cours de négociation des Obligations peut être inférieur au Montant de Remboursement Final ou à la valeur des Droits à Règlement Physique], [dans de nombreux cas, l'exposition au Sous-Jacent de Référence découlera du fait que l'Emetteur conclut des accords de couverture et, en ce qui concerne les Obligations indexées sur un Sous-Jacent de Référence, les investisseurs potentiels sont exposés à la performance de ces accords de couverture et aux événements pouvant affecter ces accords, et, par conséquent, la survenance de l'un ou l'autre de ces événements peut affecter la valeur des Obligations]; [le fait que les Obligations peuvent être soumises à un montant de négociation minimum; en conséquence, si un Obligataire détient, à la suite du transfert d'Obligations quelconques, un montant d'Obligations inférieur au montant de négociation minimum ainsi spécifié, cet Obligataire ne sera pas autorisé à transférer ses Obligations restantes avant le remboursement, sans acheter préalablement un nombre d'Obligations additionnelles suffisant pour détenir le montant de</p>

Elément	Description de l'Elément	
		<p>négociation minimum] ; [si les Conditions Définitives en disposent ainsi, l'Emetteur peut, discrétionnairement, choisir de modifier le règlement des Obligations], [le règlement peut être différé à la suite de la survenance ou de l'existence d'un Cas de Perturbation du Règlement ou d'un et, dans ces cas, l'Emetteur peut payer un Prix de Règlement en Espèces à la suite d'un Cas de Perturbation (qui peut être inférieur à la juste valeur de marché des Droits à Règlement Physique) au lieu de livrer les Droits à Règlement Physique], [la survenance d'un cas de perturbation additionnel ou d'un cas de perturbation additionnel optionnel peut conduire à un ajustement des Obligations ou à un remboursement anticipé, ou peut avoir pour conséquence que le montant payable à la date de remboursement prévue soit différent de celui qui devrait être payé à ladite date de remboursement prévue, de telle sorte que la survenance d'un cas de perturbation additionnel et/ou d'un cas de perturbation additionnel optionnel peut avoir un effet défavorable sur la valeur ou la liquidité des Obligations], [les Obligations peuvent être remboursées en cas d'illégalité ou autre impossibilité pratique, et ce remboursement peut avoir pour conséquence qu'un investisseur ne réalise aucun retour sur son investissement dans les Obligations], [les clauses relatives aux assemblées générales des Obligataires permettent à des majorités définies de lier tous les Obligataires], [toute décision judiciaire, tout changement de la pratique administrative ou tout changement de la loi anglaise ou de la loi française, selon le cas, intervenant après la date du Prospectus de Base, pourrait avoir un impact défavorable significatif sur la valeur des Obligations ainsi affectées], [une réduction de la notation (éventuelle) accordée aux titres d'emprunt en circulation de l'Emetteur par une agence de notation de crédit pourrait entraîner une réduction de la valeur de négociation des Obligations], [certains conflits d'intérêts peuvent surgir (voir Elément E.4 ci-dessous)].</p> <p>En outre, il existe des risques spécifiques liés aux Obligations qui sont indexées sur un Sous-Jacent de Référence [(y compris des Obligations Hybrides)], et un investissement dans ces Obligations entraînera des risques significatifs que ne comporte pas un investissement dans un titre de créance conventionnel. Les facteurs de risque liés aux Obligations indexées sur un Sous-Jacent de Référence incluent : [<i>Insérer dans le cas d'Obligations Indexées sur Indice</i> : l'exposition à un ou plusieurs indices, un cas d'ajustement et de perturbation du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur de la liquidité des Obligations][<i>Insérer dans le cas d'Obligations Indexées sur Action</i> : l'exposition à une ou plusieurs actions, des risques de marché similaires à ceux liés à un investissement direct dans un titre de capital, <i>global depositary receipt</i> ("<b>GDR</b>") ou <i>American depositary receipt</i> ("<b>ADR</b>"), des cas d'ajustement potentiels ou des événements</p>

Elément	Description de l'Elément	
		<p>exceptionnels affectant les actions, un dérèglement du marché ou le défaut d'ouverture d'une bourse, qui peuvent avoir un effet défavorable sur la valeur et la liquidité des Obligations][<i>Insérer dans le cas d'Obligations Indexées sur Matières Premières/Marchandises</i> : l'exposition à une ou plusieurs matières premières/marchandises et/ou à un indice sur matières premières/marchandises, des risques similaires à ceux d'un investissement direct dans une matière première/marchandise, et des cas de dérèglement du marché et d'ajustement qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Obligations, des retards dans la détermination du niveau final d'un indice sur matières premières/marchandises provoquant des retards de paiement du Montant de Règlement en Espèces, du Montant de Remboursement, du Montant de Remboursement Final, selon le cas][<i>Insérer dans le cas d'Obligations Indexées sur ETI (instruments cotés en bourse)</i> : l'exposition à une ou plusieurs parts dans un fonds indiciel coté, un titre coté en bourse, une matière première/marchandise cotée en bourse ou tout autre produit coté en bourse (chacun, un "<b>instrument coté en bourse</b>" « <b>ETI</b> »), des risques similaires à ceux d'un investissement direct dans un instrument coté en bourse, le fait que le montant payable sur des Obligations Indexées sur ETI peut être inférieur et, dans certaines circonstances, significativement inférieur au rendement d'un investissement direct dans le ou les ETI concernés, des cas d'ajustement potentiel ou des événements exceptionnels affectant les instruments cotés en bourse, un cas de dérèglement du marché ou le défaut d'ouverture d'une bourse peuvent avoir un effet défavorable sur la valeur et la liquidité des Obligations] [<i>Insérer dans le cas d'Obligations Indexées sur l'Inflation</i> : l'exposition à un indice d'inflation, un cas de dérèglement du marché][<i>Insérer dans le cas d'Obligations Indexées sur Fonds</i> : l'exposition à une action ou part de fonds, des risques similaires à ceux d'un investissement direct dans un fonds, le fait que le montant payable sur des Obligations Indexées sur Fonds peut être inférieur au montant payable en cas d'investissement direct dans le ou les Fonds concernés, des événements exceptionnels concernant le fonds qui peuvent avoir un effet défavorable sur la valeur ou la liquidité des Obligations]; [<i>Insérer dans le cas d'Obligations Indexées sur un Événement de Crédit</i> : l'exposition au risque de crédit d'une ou plusieurs entités de référence] [<i>Insérer dans le cas d'Obligations à Taux d'Intérêt Indexé sur Sous-Jacent</i> : l'exposition à un intérêt sous-jacent] [<i>Insérer dans le cas d'Obligations Indexées sur Taux de Change</i> l'exposition à une devise, des risques de marché similaires à ceux d'un investissement direct dans une devise, un cas de dérèglement du marché] ; [et le fait que, sauf stipulation contraire des Conditions Définitives applicables, l'Emetteur ne fournira pas d'informations post-émission sur le Sous-Jacent de Référence.]</p>

Elément	Description de l'Elément	
		<p>Il existe en outre des risques spécifiques liés à des Obligations indexées sur un Sous-Jacent de Référence provenant d'un marché émergent ou en développement (y compris, sans caractère limitatif, les risques liés à l'incertitude politique et économique, des politiques gouvernementales défavorables, des restrictions en matière d'investissement étranger et de convertibilité monétaire, des fluctuations des taux de change, le risque lié à des niveaux d'information et de réglementation plus faibles, des incertitudes à propos du statut, de l'interprétation et de l'application des lois, des frais de garde accrus, des difficultés administratives et une plus forte probabilité de survenance d'un cas de perturbation ou d'ajustement). Les obligations négociées sur des marchés émergents ou en développement tendent à être moins liquides et leurs cours plus volatils. [Il existe également des risques spécifiques liés aux Obligations Dynamiques, qui sont intrinsèquement plus complexes, ce qui rend leur évaluation difficile en termes de risque à la date d'achat et après.]</p> <p>[Dans certaines circonstances, les Obligataires peuvent perdre la valeur intégrale de leur investissement.]</p> <p><i>[Résumer tout autre risque provenant de la section Facteurs de Risque du Prospectus de Base pertinent pour une émission spécifique d'Obligations.]</i></p>
<b>D.6</b>	Avertissement sur les risques	<p>En cas d'insolvabilité de l'Emetteur ou si ce dernier est autrement incapable de rembourser les Obligations ou n'est pas disposé à les rembourser à leur échéance, un investisseur peut perdre tout ou partie de son investissement dans les Obligations.</p> <p><i>[Pour les Obligations dont le principal n'est pas protégé, insérer :</i></p> <p>En outre, les investisseurs peuvent perdre tout ou partie de leur investissement dans les Obligations en conséquence de l'application des modalités des Obligations.]</p>

### Section E - Offre

Elément	Description de l'Elément	
<b>E.2b</b>	Raisons de l'offre et utilisation du produit de celle-ci	[Les produits nets de l'émission des Obligations feront partie des fonds généraux de l'Emetteur. Ces produits pourront être utilisés pour maintenir des positions sur des contrats d'options]

Élément	Description de l'Élément	
		ou des contrats à terme ou d'autres instruments de couverture]/[●].
E.3	Modalités et conditions de l'offre	<p>[Cette émission d'Obligations est offerte dans le cadre d'une Offre Non-Exemptée en [préciser les pays particuliers].]</p> <p>Le prix d'émission des Obligations correspond à [●] % de leur montant nominal.</p>
E.4	Intérêt de personnes physiques et morales pouvant influencer sur l'émission/l'offre	<p>[Outre ce qui est mentionné ci-dessus, [et sauf en ce qui concerne [préciser tout autre intérêt important],] à la connaissance de l'Emetteur, aucune personne impliquée dans l'émission des Obligations n'est intéressée de façon importante à l'offre, ce qui inclut les conflits d'intérêts.]]</p>
E.7	Dépenses facturées à l'investisseur par l'Emetteur ou l'offreur	<p>Aucune dépense ne sera mise à la charge d'un investisseur par l'Emetteur. Pour cette émission spécifique, néanmoins, des dépenses peuvent être facturées par des Offreurs Autorisés (ainsi définis précédemment) dans la tranche comprise entre [●] % et [●] % du montant nominal des Obligations achetées par l'investisseur en question.</p>

## RESPONSIBILITY STATEMENT

I hereby certify, having taken all reasonable care to ensure that such is the case, that, to the best of my knowledge, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The consolidated financial statements as of and for the year ended 31 December 2011 were audited by statutory auditors who issued an audit report which is incorporated by reference in the section entitled "*Documents Incorporated by Reference*" of this Base Prospectus. This report does not contain emphasis of matter.

The consolidated financial statements as of and for the year ended 31 December 2012 were audited by statutory auditors who issued an audit report which is incorporated by reference in the section entitled "*Documents Incorporated by Reference*" of this Base Prospectus. This report does not contain emphasis of matter.

### **BNP Paribas**

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Represented by Philippe Bordenave  
in his capacity as Chief Operating Officer

Dated 3 June 2013



In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement général*) of the French *Autorité des marchés financiers* ("**AMF**"), in particular Articles 211-1 to 216-1, the AMF has granted to this Base Prospectus the *visa* n°13-258 on 3 June 2013. This Base Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. This document may only be used for the purposes of a financial transaction if completed by Final Terms. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the *visa* has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This *visa* has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.

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